

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: January 19 and 20, 2005

Division: \_\_\_\_\_

Bulk Item: Yes   x   No     

Monroe County Sheriff's Office

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**AGENDA ITEM WORDING:**

Approval of Sheriff's Deputies and Corrections Officers Wage Plan FY2005-2007

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**ITEM BACKGROUND:**

Resolution No. 343-2004 passed September 21, 2004 supported funding a multi-year pay plan for Sheriff's deputies and corrections officers after negotiation and ratification of collective bargaining agreements between the Sheriff and the Fraternal Order of Police. The Sheriff and FOP have successfully negotiated these agreements, which were ratified by the officers on December 17, 2004. BOCC approval of the wage plan, contained in Article 6 of both contracts, contractually binds the Commission to fund the plan in the next two fiscal years. Funds for the first year of the plan (FY2005) were appropriated during the last budget cycle.

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**PREVIOUS RELEVANT BOCC ACTION:**

Resolution No. 343-2004 passed September 21, 2004 supported funding a multi-year pay plan for Sheriff's deputies and corrections officers after negotiation and ratification of collective bargaining agreements between the Sheriff and the Fraternal Order of Police

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**CONTRACT/AGREEMENT CHANGES:**

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**STAFF RECOMMENDATIONS:**

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<b>TOTAL COST:</b>	Estimated increase FY 2006 over FY 2005	\$1,346,204
	Estimated increase FY 2007 over FY 2006	\$1,145,399

Actual cost will be determined by actual staffing, changes in required FRS contributions, and any changes in costs of county benefits or federal tax and withholding rates.

BUDGETED: Yes for FY2005 No for FY2006 and 2007

COST TO COUNTY: 100% SOURCE OF FUNDS: Ad valorem

REVENUE PRODUCING: Yes    No   ✓   AMOUNT PER MONTH  
Year   

APPROVED BY: County Atty.    OMB/Purchasing    Risk Management   

DIVISION DIRECTOR APPROVAL:



Mark L. Willis, General Counsel for  
Sheriff Richard D. Roth

DOCUMENTATION: Included   ✓   To Follow    Not Required   

DISPOSITION:    AGENDA ITEM #   

Revised 1/03

**SHERIFF'S DEPUTIES AND CORRECTIONS OFFICERS  
WAGE PLAN FY2005-2007**

**BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA**

**MONROE COUNTY SHERIFF'S OFFICE**

**FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.**

WHEREAS, the Board of County Commissioners passed Resolution No. 343-2004 entitled 'A Resolution of Support for the Funding of a Multi-Year Pay Plan for Deputy Sheriffs and Corrections Officers Employed by the Monroe County Sheriff's Office' at the BOCC meeting of September 21, 2004, and

WHEREAS, by that Resolution the Board of County Commissioners resolved to appropriate funds to the Sheriff's budget in fiscal years 2005, 2006, and 2007 for the express and limited purpose of providing funds required to support a multi-year pay plan for the deputy sheriffs and corrections officers represented by the Fraternal Order of Police, and

WHEREAS, the Board's obligation under the terms of the Resolution was "contingent upon execution of a collective bargaining agreement by the Sheriff and its subsequent ratification by the collective bargaining unit," and

WHEREAS, the Monroe County Sheriff's Office and the Florida State Lodge Fraternal Order of Police, Inc. have executed collective bargaining agreements covering the deputy sheriff's and corrections officer's bargaining units, which collective bargaining agreements were ratified by the memberships of both collective bargaining units on December 17, 2004,

NOW THEREFORE the Board of County Commissioners of Monroe County, the Monroe County Sheriff's Office, and the Florida State Lodge Fraternal Order of Police, Inc., agree as follows:

-For good and valuable consideration, including the public benefits recited in Resolution No. 343-2004 and the commitments contained in the collective bargaining agreements, the Board of County Commissioners agrees to fund the Sheriff's salary budgets for FY2006 and FY2007 to permit the Sheriff to pay the wage increases called for in Article 6 in the collective bargaining agreements entitled AGREEMENT BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE AND FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE BARGAINING UNIT: LAW ENFORCEMENT-DEPUTY AND SERGEANT and AGREEMENT BETWEEN THE MONROE COUNTY SHERIFF'S OFFICE AND FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE BARGAINING UNIT-

CORRECTIONS OFFICER AND SERGEANT, copies of both of which are attached hereto and by reference made a part hereof.

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2005.

Board of County Commissioners of Monroe County, Florida

By: \_\_\_\_\_  
Mayor Dixie Spehar

ATTEST:

Danny L. Kohlage, Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

Monroe County Sheriff's Office

By: \_\_\_\_\_  
Sheriff Richard D. Roth

Approved for legal sufficiency for the Monroe County Sheriff Office

By: \_\_\_\_\_  
Mark L. Willis, General Counsel

Florida State Lodge Fraternal Order of Police, Inc.

By: \_\_\_\_\_  
John Puleo, F.O.P. Staff Representative

# Clerk of The Circuit Court


Danny L. Kolhage

Phone: 305-292-3550 Fax: 305-295-3663

NOV 16 2004

## Memorandum

To: Richard D. Roth,  
Sheriff of Monroe County

From: Isabel C. DeSantis,  
Deputy Clerk 

Date: Friday, November 12, 2004

At the BOCC Meeting of September 21, 2004, the following item was approved:

Resolution No. 343-2004 in support for the funding of a multi-year pay plan for Deputy Sheriff's and Corrections Officers employed by the Monroe County Sheriff's Office.

Enclosed please find a certified copy for your handling.

Copies: Finance  
County Attorney  
File

**RESOLUTION NO. 343-2004**

**A RESOLUTION OF SUPPORT FOR THE FUNDING OF A MULTI-YEAR PAY PLAN FOR DEPUTY SHERIFFS AND CORRECTIONS OFFICERS EMPLOYED BY THE MONROE COUNTY SHERIFF'S OFFICE**

Whereas the Monroe County Board of County Commissioners recognizes that Richard D. Roth, Sheriff of Monroe County, is currently negotiating a collective bargaining agreement with the Fraternal Order of Police; and

Whereas the FOP is the duly certified bargaining agent for the great majority of deputy sheriffs and corrections officers employed the Sheriff; and

Whereas the Sheriff, the Board of County Commissioners, and the FOP believe that a multi-year pay plan for these officers benefits the public with respect to:

- Recruitment of the best-qualified officers;
- Retention of veteran officers;
- Greater security and job satisfaction; and
- Better financial planning; and

Whereas the Board of County Commissioners is the agency responsible for budget appropriations for the Sheriff's Office; and

Whereas the Sheriff is unable to provide to multi-year pay plan for his deputies and corrections officers without a commitment from the Board of County Commissioners;

Now Therefore Be It Resolved:

1. The Monroe Board of County Commissioners resolves to appropriate funds to the Sheriff's budget in fiscal years 2003-2004, 2004-2005, and 2005-2006 for the express and limited purpose of providing funds required to support a multi-year pay plan for the deputy sheriffs and corrections officers now represented by the Fraternal Order of Police, in the amounts set forth below:

FY 2004-2005	10.25% <sup>1</sup>
FY 2005-2006	8.25%
FY 2006-2007	6.49%

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<sup>1</sup> Note: These percentages indicate the increase required over prior year funding if the pay plan is approved. The dollar cost is dependent upon benefits calculations to be provided before submission as an agenda item. Any future changes in retirement contribution rates are not considered.

2. The obligation of the Commission in future years is contingent upon execution of a collective bargaining agreement by the Sheriff and its subsequent ratification by the collective bargaining unit.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 21<sup>st</sup> day of September, 2004.

Mayor Murray Nelson	<u>absent</u>
Commissioner Sonny McCoy	<u>yes</u>
Commissioner George Neugent	<u>yes</u>
Commissioner David Rice	<u>yes</u>
Commissioner Dixie Spehar	<u>yes</u>

(SEAL)

Attest: DANNY L. KOHLAGE, Clerk

By Isabel C. De Santis  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By Murray Nelson  
Mayor/Chair

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

Suzanne A. Hutton  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

Date

11/8/04

2004-09-21 14:06

AGREEMENT BETWEEN THE

MONROE COUNTY SHERIFF'S OFFICE

AND

FLORIDA STATE LODGE FRATERNAL

ORDER OF POLICE

BARGAINING UNITS:

CORRECTIONS OFFICER AND SERGEANT

**EFFECTIVE DATES**

Date of Bargaining Unit ratification to September 30, 2007



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## **AGREEMENT**

THIS AGREEMENT is between RICHARD D. ROTH, SHERIFF OF MONROE COUNTY and FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC., hereinafter called the UNION, or FOP, representing the employees in the Corrections Offices Bargaining Unit.

### **PREAMBLE**

WHEREAS, it is recognized by the parties hereto that the declared public policy of the Sheriff and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, ARTICLE I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between Sheriff's Office and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of Sheriff's Office, and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in ARTICLE 10;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

### **ARTICLE 1-RECOGNITION**

#### **SECTION 1 - Inclusions**

(A) The Sheriff hereby recognizes the Florida State Lodge Fraternal Order of Police Inc. (Union) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Corrections Officers Bargaining Unit.

The Bargaining Unit for which this recognition is accorded is as defined in the certification issued by the Florida Public Employees Relations Commission, hereinafter also referred to as "PERC," and as subsequently, PERC Certification Number 1139. The Unit description in Certification Number 1139 reads as follows:

All full-time correctional officers of the Monroe County Sheriff's detention division holding the rank of detention deputy or sergeant and auxiliary detention officers.

The Sheriff and FOP agree to take all steps necessary to obtain PERC's approval of a reclassification of inmate transportation officers from the Corrections Officer's Unit to the Law Enforcement Officer's Unit.

## **SECTION 2 - Exclusions**

All other employees not listed above, including without limitation, officers holding the rank of lieutenant, captain, major, or colonel, or any other rank above lieutenant, the directors of human resources, finance, data processing, airport security, inmate transportation, and community relations, the commander of internal affairs division, officers assigned full time to internal affairs, aviation division sergeants, public information officers, temporary substitute or emergency employees, and reserve, part-time and auxiliary officers.

## **ARTICLE 2-NO DISCRIMINATION**

### **SECTION 1 - Non-Discrimination Policy - State-Federal Law**

The Sheriff and the Union will not discriminate against any employee for any reason prohibited under law. If any provision of this Agreement is in conflict with any federal or state law or any rules having the effect of law, the law or rule shall prevail.

### **SECTION 2 - Sexual Harassment and Other Unlawful Discrimination**

Any claim of sexual harassment or other unlawful discrimination by an employee against the Sheriff or employee of the Sheriff shall be investigated and

resolved by Sheriff's Office internal procedures or as permitted by state or federal law. No allegation, investigation, internal resolution, discipline, or discharge from employment regarding of sexual harassment or other unlawful discrimination shall be subject to the grievance procedure contained in ARTICLE 10.

### **SECTION 3 - Mutual Commitment to Prevent Sexual Harassment and Other Unlawful Discrimination**

The Sheriff and FOP reiterate their commitment to prevent sexual harassment and other unlawful discrimination. FOP agrees to report any suspected occurrences of such conduct to the Sheriff in accordance with Sheriff's policy and to cooperate in the investigation and resolution of all reported incidents.

## **ARTICLE 3-DISCIPLINE AND DISCHARGE**

### **SECTION 1 - Disciplinary Action**

- (A) The Sheriff may affect reductions in base pay, demotions, suspensions, and dismissals at any time against any employee for just cause. Such actions against employees with permanent status for disciplinary reasons shall be grievable in accordance with the grievance procedure in ARTICLE 10, if the employee alleges that the action was not for just cause. Demotion will not be used as a form of disciplinary action, except for supervisory employees. Reassignment from one certified position to another is not discipline and is not grievable. Disciplinary actions shall be subject to the grievance procedure as follows:
  - (1) Letters of Counseling are not grievable.
  - (2) Letters of Reprimand are grievable up to Step 3. The decision at that point shall be final and binding.
  - (3) Any written reply submitted by an employee to a Letter of Counseling or Letter of Reprimand will be attached to the Letter and maintained with it in the file.

(B) A complaint by an employee with permanent status concerning a reduction in base pay, suspension, or dismissal may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the Grievance Procedure in ARTICLE 10 of this Agreement, provided the employee gives proper written notice within ten (14) calendar days from the date of receipt of notice from the Sheriff's Office. The notice of intent to grieve the matter must be personally delivered to the Sheriff or his designee, or mailed to the Sheriff by certified mail, return receipt requested.

## SECTION 2 - Interrogation During Internal Investigations

### (A) Procedure

In the course of any internal investigation, the interrogation methods employed will be consistent with Sections 112.532(1) and 112.533(2)(a), Florida Statutes, set forth here:

§ 112.532. Law enforcement officers' and correctional officers' rights.

All law enforcement officers and correctional officers employed by or appointed to a law enforcement agency or a correctional agency shall have the following rights and privileges:

(1) RIGHTS OF LAW ENFORCEMENT OFFICERS AND CORRECTIONAL OFFICERS WHILE UNDER INVESTIGATION. --Whenever a law enforcement officer or correctional officer is under investigation and subject to interrogation by members of his or her agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local



precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(c) The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.

(d) The law enforcement officer or correctional officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(f) The law enforcement officer or correctional officer under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(g) The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(h) If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights prior to the commencement of the

interrogation.

(i) At the request of any law enforcement officer or correctional officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.

(j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

Section 112.533(2) (a):

Notwithstanding the foregoing provisions, the officer who is the subject of the complaint, along with legal counsel or any other representative of his or her choice, may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and nonincarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

(B) Definitions

For the purpose of this section the following definitions of terms as used in Section 112.532(1), Florida Statutes, shall apply:

(1) "Interrogation" means questioning of an employee by a supervisor or investigator concerning any investigation that may result in discipline of that employee. It does not include counseling sessions, or investigations which may result in lesser forms of disciplinary action, or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

(3) Where the Sheriff determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of ARTICLE 17, Personnel Records.

(C) No employee shall be required to submit to a polygraph test or any device intended to measure the truthfulness of the employee's response during an investigation of a complaint or allegation. Polygraph test results of employees under investigation will not be considered by the Sheriff.

(D) Alleged violations of the investigative rights provided for in this section by an employee or the Union shall be investigated by the Sheriff. The Sheriff Office shall provide the employee and the Union with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The Sheriff will make a good faith effort to complete all internal investigations within sixty (60) days from the date the investigation is assigned to the investigator, where practicable. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds one hundred and twenty (120) calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with ARTICLE 10, up to and including Step 3 of the Grievance Procedure.

(G) In cases where the Sheriff determines that the employee's absence from the work location is essential to the investigation, the sheriff may reassign said employee to another position within fifty (50) miles from the employee's current duty station.

### **SECTION 3 - Employee Copy**

Each employee shall be furnished a copy of all disciplinary entries placed in his official personnel file and shall be permitted to provide a written response thereto. A copy of the employee's response shall be placed in the employee's personnel file.

## SECTION 4 - Notice

Notice of reduction in base pay, demotions, suspension, or dismissal affecting an employee who has attained permanent status shall be in writing and delivered to the employee in person or via certified mail.

## ARTICLE 4-PROMOTIONS

Whenever a budgeted promotional vacancy exists in a Sergeant classification, the Sheriff's Office shall fill such vacancy from an existing eligibility list, if a valid eligibility list is in existence. Should there exist no valid eligibility list at the time a budgeted promotional vacancy occurs, the Sheriff shall establish a new eligibility list within one hundred twenty (120) days. Upon certification of the new eligibility list by the Sheriff, the budgeted promotional vacancy shall be filled. This paragraph shall not apply to temporary appointments to fill temporary vacancies.

The Sheriff's Office will announce promotional examinations at least thirty (30) days in advance of said examinations and shall explicitly spell out the qualifications of the employees eligible to apply for and be accepted into such examinations. The Sheriff will list the areas which the examination will cover, the sources from which the examination is drawn, and whenever possible the location of the sources.

Promotions to Sergeant shall be from an eligibility list, the ranking of which shall be determined by:

(A) Written examination which will be written and administered by a law enforcement testing company or other qualified, independent outside source, which shall include questions relating to supervisory responsibilities, practices, procedures, including, but not limited to, Sheriff's Office policies. The written examination shall contain no less than twenty percent (20%) supervisory questions); or

(B) Experience; or

(C) Supervisory evaluation; or

(D) Oral board; or

(E) Assessment Center or similar selection device; or

(F) Any combination of A through E.

The Sheriff shall announce the selection procedures to be utilized, the allocation of points, factors to be considered, and section weights on the job announcement covering the budgeted promotional vacancy.

- All persons on the Sergeant's eligibility list in effect on the date of execution of this Agreement shall be grand-fathered onto the new established list.
- In order to be eligible to take the Sergeant's test, the applicant must not have received any discipline resulting in a suspension or more severe penalty within 365 days of announcement of the test date.
- Any person on the eligibility list shall be removed from the list if he or she receives any discipline resulting in a suspension or more severe penalty.
- Any person promoted to the position of sergeant must serve a probationary period of 365 days.
- An eligibility list shall remain in effect for twenty four (24) months from the date of validation.
- The top seven (7) scores for sergeant shall establish the official sergeants list. As promotions are made the next highest score will be moved to the official Sergeant's list.
- All ties shall be considered one slot.
- If the list for sergeant goes below five (5) persons the list shall be considered void.
- If a sergeant's position is posted and there are no applicants from the eligibility list after ninety (90) days, the Sheriff may select a candidate regardless of his or her place on the list.
- The Sheriff shall advise the union of any unfilled vacancies (but not temporary vacancies) in a Sergeant's classification.

## ARTICLE 5-SENIORITY

Seniority shall be determined by total of continuous accumulated paid service with the Monroe County Sheriff's Office. Periods of authorized leave without pay without a break in service shall not prevent the further accumulation of paid service for seniority purpose.

Seniority shall be computed from the date of appointment to a certified position in the Sheriff's Office as recorded on the personnel action form. Seniority shall also accumulate during absences in which the employee is receiving Worker's Compensation Benefits as a result of an injury sustained in his employment with the Sheriff's Office. Seniority shall be utilized for the following purposes:

(A) Vacation for each calendar year shall be drawn by employees on a basis of seniority preference; provided, however, that the Sheriff's Office shall retain the right to disregard seniority preference in the event that it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any given vacation period. Nothing contained herein shall be interpreted as restricting the Sheriff's right to cancel all vacations during any given period in the event of disaster or emergency.

(B) In the event of a vacancy in any division or unit (non-promotional vacancy) within the Office, seniority will be considered along with skills, abilities, job requirements, and other factors.

(C) In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classifications provided, however, that where two or more employees have seniority standing within (6) months of each other the Sheriff shall determine the order of layoff based on education and performance evaluation. If more than one classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided that the employee is fully qualified to perform the work in that lower classification. Upon reverting to a lower classification, an employee's seniority shall be determined by the date of the employee's permanent appointment to that classification. All temporary, provisional, limited term and probationary employees shall be laid off before any permanent employee is laid off or reduced in classification.

(D) Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off in the department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work; provided, however, that in the discretion of the Sheriff, such employees are physically capable of performing the work available at the time of recall and, further, meet all standards set by the State Criminal Justice Standards and Training Commission and in effect at the time of recall. No laid off employee shall retain recall rights beyond eighteen (18) months from the date of layoff.

## **ARTICLE 6 - GENERAL WAGE INCREASES, CHANGES IN ANNUAL LEAVE ACCRUAL, HOLIDAY PAY, LONGEVITY PAY**

The Sheriff and FOP agree to a three-year pay plan including pay raises, changes in annual leave accrual, vacation buy back and longevity bonuses for certain senior employees, and changes in the way holiday pay is implemented. These changes are described in a written explanation and in a spreadsheet detailing the changes for each employee. The written explanation is set forth below. The spreadsheet, which is incorporated in this Agreement, is attached as Exhibit A.

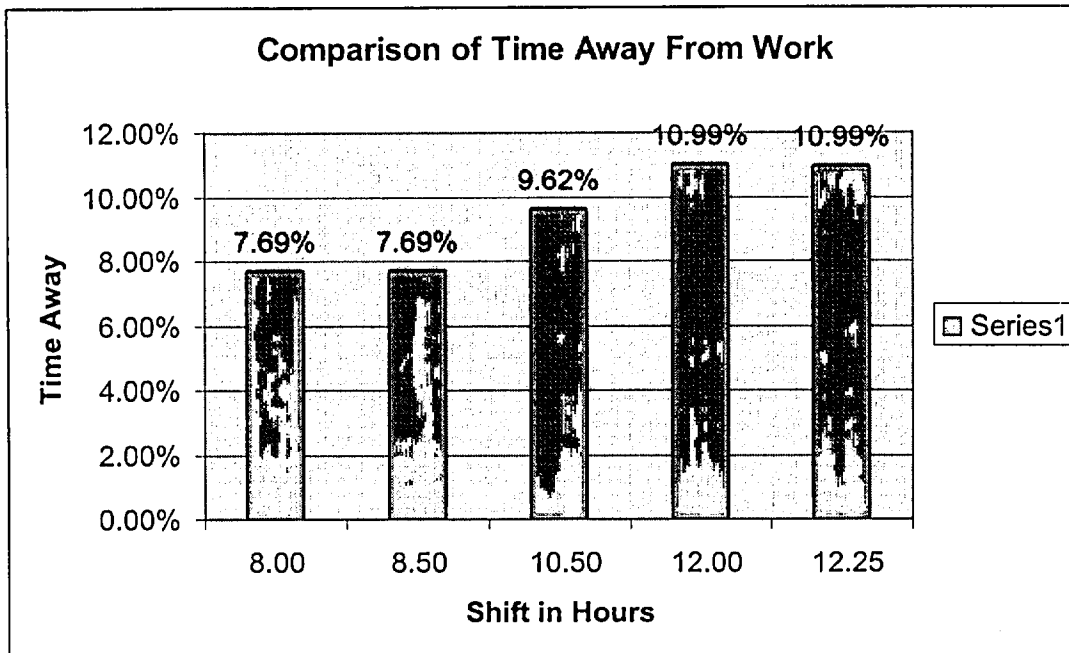
### **Written Explanation**

The Fraternal Order of Police (FOP) has proposed and the Sheriff has agreed to a pay plan for its members that has 11 steps for deputies and 9 steps for sergeants. The pay plan includes adjustments to vacation accrual rates.

Previously, vacation accruals rates are based on each member earning a specified number of annual leave days based on their seniority. For example, members who worked holidays received accruals in an amount that allowed them 15 days off in their first year. Employee accruals increased each year until they reach 10 years service and receive 25 days of annual leave. Five of the days are for working holidays, the remaining days are vacation.

The result of this practice was that individuals working longer shifts were receiving a larger benefit than those working shorter shifts. For example, a person with five years seniority, working a 12.25 hour shift earned 244.92 hours of vacation/holiday time. That amount of time allowed them to be away of work 10.99% of the time. An employee with the same seniority, working an 8.0

hour shift, earns 160 hours and can be away from their post 7.69% of the time. This disparity is outlined graphically below:



Holiday leave was built into the bi-weekly accruals given to employees. The Sheriff and FOP agree to change this practice by having the time credited to the individuals vacation balance in the payroll period the holiday occurs. This change in how holiday leave is distributed would not reduce the annual benefit provided to anyone.

In addition, the Sheriff and FOP agree that the vacation accruals for all members, regardless of shift, be changed to the following:

Year One	- .038471 per hour worked
Year Two	- .042353 per hour worked
Year Three	- .046118 per hour worked
Year Four	- .050000 per hour worked
Year Five	- .057647 per hour worked
Year Six	- .061529 per hour worked
Year Seven	- .065412 per hour worked
Year Eight	- .069176 per hour worked
Year Nine	- .073059 per hour worked
Year Ten	- .076941 per hour worked



This plan results in all members of the Sheriff's Office earning an equal amount of vacation per hour of scheduled work (excludes overtime hours, special pays, etc). This change will cause a reduction in the number of vacation hours earned by those individuals working a 10, 10.5, 12, and 12.25 hour shift. Those individuals currently working 8 will gain a few hours annually and members on 8.5 hours shifts will not be affected at all. This reduction will take place over the term of the contract, with one third being taken at the beginning of each contract year. Effective the date of contract ratification, new employees accrue vacation hours based on the schedule outlined above.

The spreadsheet attached as Exhibit A outlines the final agreement of the Sheriff and FOP. The spreadsheet is sorted by rank and years of service.

For example, a two year deputy, working a twelve hour shift, currently earns 191.88 hours of vacation/holiday pay. If we remove the 60 hours of holiday pay (12 hours \* 5 days) and credit the employee's vacation balance as the holiday occurs, the deputy is left with 131.88 hours of vacation. Under the proposed new accrual rates, the deputy would earn 92.50 hours of vacation time (2184 hours worked annually \* .042353). The reduction of 39.38 hours would then take place in three increments of 13.13 hours at the beginning of each contract year and would be accomplished by altering the bi-weekly accrual rates.

For those members who will receive less than a 21% increase in salary over the term of the contract, the Sheriff will purchase the vacation time relinquished. This purchase will be at the current hourly rate and be included in the second payroll of September. In the example above, the deputy would be paid for the 13.13 hours of leave at their current hourly rate in the second payroll of September. At the end of the three years, the payments would stop and the vacation accruals would be at the proposed rates. In order to be eligible for the payment, the member must be employed when the benefit is paid (no prorated benefits will be paid).

The Sheriff will pay a longevity award of 1% for those members with fifteen years of service. The longevity bonus will increase to 3% when the member reaches twenty years of service. The bonus will be paid in the second payroll of September to coincide with the end of the fiscal year. In order to be eligible for the award, the member must be employed when the benefit is paid (no prorated benefits will be paid).

The wellness award currently in place would remain in effect and be paid in the second payroll of September.

## **ARTICLE 7-HURRICANES**

(A) All employees in both collective bargaining units are required to work before, during, and after the approach, landfall, and departure of hurricanes and tropical storms in or near the State of Florida. The Sheriff can change work schedules and duty assignments as he sees fit to best serve the needs of the public in response to these events.

(B) Once each year, the Sheriff will receive written requests for exemption from this requirement. Exemptions will be granted or denied on a case-by-case basis. A written response will be provided to all persons who apply for exemption. Grants or denials of requests for hurricane exemption are not grievable under the provisions of ARTICLE 10.

(C) Any employee who does not report for duty as required under the terms of this ARTICLE and has not received written exemption from its requirements is subject to termination.

## **ARTICLE 8-INSURANCE BENEFITS**

The Sheriff agrees to maintain the level of health insurance coverage currently enjoyed by the Bargaining Unit employees as of October 1, 2004, for the life of this Agreement, if the Board of County Commissioners continues to makes those benefits available to Sheriff's Office employees on those terms. If the Board changes required employee contributions, co-pay amounts, deductibles, coverage limits, or other terms and conditions of the county health insurance plan, the costs of such changes will be passed on to the employees.

## **ARTICLE 9-MANAGEMENT RIGHTS**

The FOP and the bargaining unit employees recognize that the Sheriff the exclusive right to manage and direct the Monroe County Sheriff's Office. Accordingly, the Sheriff reserves the exclusive right to hire, fire, demote, suspend (for just cause), promote, and lay-off employees; transfer employees from location to location and from time to time; rehire employees; determine the starting and quitting time, determine the work schedule, maintain the efficiency

of employees by communication through supervisory personnel; merge, consolidate, subcontract, expand, or close the Office(s) or any part thereof or expand, reduce, alter, combine, assign or cease any jobs; control the use of equipment and property of the County; fill any job on a temporary, emergency, or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement office policy, rules, and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the Sheriff fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the Sheriff's rights to exercise any or all of such functions. Any right or privilege of the Sheriff not specifically relinquished by the Sheriff in this Agreement shall remain with the Sheriff.

## **ARTICLE 10-GRIEVANCE PROCEDURE**

The Sheriff and Union encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the Sheriff without need for recourse to the formal grievance procedure prescribed by this ARTICLE 10. The formal grievance procedure may be invoked only by submission of a written notice of grievance signed by the grievant or Union representative.

### **SECTION 1 - Definitions**

As used in this ARTICLE:

(A) "Grievance" means disputes involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

(B) "Employee" means an individual employee or a group of employees, all of who are members of the Bargaining Unit, having the same grievance. In the case of a group of employees, one employee must be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" means calendar days.

## **SECTION 2 - Representation**

(A) An employee who decides to use this Grievance Procedure must submit written notice of the grievance signed by the grievant or Union Representative. If the employee is represented by the Union, any decision mutually agreed to by the Sheriff and Union shall be binding on the employee.

(B) Where an employee requests Union representation, the employee's representative shall be selected from the list of FOP Grievance Representatives or Union Staff Representatives that has been provided to the Sheriff by the Union. When an employee has been appropriately designated to serve as a Grievance Representative and the Sheriff has been notified in accordance with ARTICLE 18, Section 2, Paragraph (B), the Grievance Representative shall be authorized to investigate grievances and represent grievants in accordance with this ARTICLE, subject to the following limitations:

(1) A Grievance Representative is not allowed time off with pay to investigate his own grievance. A Grievance Representative will be compensated for performing Grievance Representative duties by the Sheriff. The individual must clearly indicate on their timesheet that the time is administrative leave with pay. Nothing in this Agreement restricts a Grievance Representative from performing Grievance Representative duties while off-duty.

(2) A Grievance Representative is authorized to use a maximum of one consecutive hour of time to investigate a single grievance. Grievances involving more than one employee that arise at one time and involve substantially the same facts as to all aggrieved employees are considered a single grievance. The Sheriff or his designee may authorize additional time to investigate grievances involving either exceptionally complicated facts or an unusually large number of employees.

(a) If an employee selects a Grievance Representative to represent him in a grievance that has been properly filed in accordance with this ARTICLE, the Grievance Representative may be allowed a reasonable amount of paid time to represent the grievant at the Step 1 meetings that are held during regular work hours. Use of time in these circumstances shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such time off will not be withheld, if the Grievance Representative

can be allowed such time off without interfering with, or unduly hampering the operations of the Unit to which the Grievance Representative is regularly assigned. Approved time for grievance meetings shall be recorded on the Representative's timesheet as administrative leave with pay.. The Grievance Representative's immediate supervisor will notify the grievant's supervisor before allowing the Grievance Representative time off to investigate the grievance.

(b) Investigations will be conducted in a way that does not interfere with the Sheriff's operations.

(c) The Grievance Representative must be selected from those Grievance Representatives within the same work Unit as the grievant's work Unit. If no Grievance Representative is located in the grievant's work Unit, the Grievance Representative must be selected from the work Unit which is located closest to the grievant's work location. In no case shall a Grievance Representative who is on duty be allowed to travel more than fifty (50) miles from his official work location in order to investigate a grievance. Such travel limitation shall not apply when the Grievance Representative is not on duty.

(d) A Grievance Representative, selected to represent an employee as provided in this ARTICLE, is a required participant at the Step 1 grievance meeting.

(C) Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievances or their resolution shall be in writing and a copy shall be sent to both the employee and the employee's representative.

(D) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Agreement, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Agreement. The Union is not bound by the decision of any grievance in which the employee chose not to be represented by the Union, nor shall such decision establish precedent that may be relied upon by the Union in other grievances.

(E) The resolution of a grievance before its submission in writing at Step 3 shall not establish a precedent binding on either the Sheriff or the Union in other cases.

(F) Any employee who files a grievance, Union member or not, must send a copy of the grievance to the Union. Any Union member has the right to use or not use the Grievance Representative.

### SECTION 3 - Procedures

(A) Within fourteen (14) days of when the employee knew or should have known the violation occurred, employee grievances filed in accordance with this ARTICLE should be presented in writing and handled promptly at the lowest level of supervision having the authority to adjust the grievances. The lower level supervisors' decision shall not set a precedent.

(B) There shall be no reprisals against any of the participants in the procedures contained herein because of such participation.

(C) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at or travel to grievance meetings outside of regular working hours is not paid time.

(D) Grievances shall be presented and adjusted in the following manner and no one individual may respond to a grievance at more than one written step.

(E) At any time any step of the grievance procedure may be extended by mutual agreement. Such agreement must be in writing and signed by the Union or employee and the Sheriff.

#### (1) Step 1

(a) The Step 1 Management Representative for the Corrections Officer's Unit is the employee's site commander.

(b) In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 Management Representative a grievance form furnished by the Union setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form within fourteen (14) days of when the employee knew or

should have known the violation occurred; however, if additional written documentation is obtained after the grievance is filed; such documentation may be presented at the Step 1 meeting.

(c) The Step 1 Management Representative or his designated representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within fourteen (14) days following the date the grievance is received at Step 1.

(d) The failure of the Step 1 Management Representative to communicate the decision within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step.

(e) The number of days indicated at this Step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

## (2) Step 2

(a) The Step 2 Management Representative for the Corrections Officer's Unit is the Major, Commander of the Bureau of Corrections.

(b) If the grievance is not resolved to the employees' satisfaction by Step 1, the employee or union may forward the grievance to the Step 2 Management Representative. Written notice of intent to proceed to Step 2 must be delivered within fourteen (14) days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

(c) The Step 2 Management Representative may have a meeting with the employee or the designated Union Staff Representative to discuss the grievance. The Step 2 Management Representative shall communicate a decision in writing within fourteen (14) days following receipt of the written grievance.

(d) The failure of the Step 2 Management Representative to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(e) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

### (3) Step 3

(a) The Step 3 Management Representative is the Sheriff or Undersheriff for all employees.

(b) If the grievance is not resolved to the employee's satisfaction at Step 2, the designated Union representative, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Step 3 of the Grievance Process. Written notice of intent to proceed to Step 3 must be delivered within fourteen (14) days after receipt of the decision at Step 2. . The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, the decisions at those steps, together with all written responses and documents in support of the grievance. The Sheriff or Undersheriff may have a meeting with the designated Union representative and or the grievant to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(c) The Sheriff or Undersheriff will communicate a decision in writing to the employee and the Union representative within fourteen (14) days after receipt of the notice of intent to appeal to Step 3.

(d) The failure of the Sheriff or Undersheriff to communicate the decision within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step.

(e) The number of days indicated at this step is the maximum. Reasonable efforts will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.



(f) Grievances involving termination of employment are filed directly at Step 3.

(g) All class action grievances that effect 2 (two) or more bargaining unit employees shall be filed at Step 3.

(h) The Sheriff or Undersheriff shall have 60 days to respond to a class action grievance.

#### **(4) Arbitration**

(a) If the grievance is not resolved at Step 3, the Florida State Lodge Fraternal Order of Police or a designated employee of the staff may appeal the Step 3 decision to Arbitration within fourteen (14) days after receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the employee because he was not a dues-paying employee of the Union, the employee may appeal the grievance to Arbitration for matters where arbitration is available under the terms of this Agreement.

(b) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.

(c) The arbitrator may be any impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (14) calendar days after the Union request for arbitration, the parties shall jointly request a list of five (5) names from the Federal Mediation Conciliation Service. Within 14 calendar days of receipt of the list, the parties shall alternatively strike names, the Sheriff striking first. The remaining name shall act as the Arbitrator. On an alternating basis, in the next arbitration case, the Union will strike first.

(d) Arbitration hearings shall be held at times and locations mutually agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If mutual agreement cannot be reached, the arbitration hearing shall be held at the last work assignment location of the employee.

(e) The Arbitrator shall fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and

authority under this Agreement. The Arbitrator's decision shall be final and binding on both parties.

1. The arbitrator must issue his decision no later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision must be in writing and set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted. The arbitrator shall be permitted, upon mutual agreement, to issue a bench decision without a written opinion.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties and responsibilities of the Sheriff under the Constitutions of the United States and of the State of Florida, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

6. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay. No award of back pay shall be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance. Any award for back

pay shall be reduced by other income of the grievant so that no employee receives more as a result of an award of back pay than the employee would have earned had the employee remained on the payroll.

b. No award for back pay shall exceed the actual loss to the employee. Punitive damages cannot be awarded.

(f) The fees and expenses of the arbitrator shall be borne equally by both parties; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses.

(g) The Union will not be responsible for costs of an arbitration to which it was not a party.

#### **SECTION 4 - Time Limits**

(A) Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question or shall be deemed waived.

#### **SECTION 5 - Exceptions**

(A) Nothing in this ARTICLE or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance on behalf of any employee without his consent.

(B) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the occurrence of the event giving rise to the grievance.

(2) A dispute involving the interpretation or application of a provision of this Agreement, which gives a right to the Union as an employee organization, may be

presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

(C) Any employee who has not attained permanent status as defined by the Sheriff or his designee's "After a member of the classified service of the Sheriff's Office has been employed for a period of one calendar year, the member will have attained permanent status in the Office of the Sheriff." can only bring non-discipline grievances to Step 3 as provided for in this ARTICLE.

## **SECTION 6 - Grievance Arbitration Replaces Career Service Bill**

Review of disciplinary action by the Career Service Board created under Chapter 97-345, Laws of Florida, is not available to Bargaining Unit employees during the term of this Agreement.

## **ARTICLE 11-DUES CHECKOFF**

### **SECTION 1 - Deductions**

(A) During the term of this Agreement, the Sheriff, by and through its respective agencies, agrees to deduct Union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing by the Representative of Florida State Lodge Fraternal Order of Police Inc., to the Sheriff, from the pay of those employees in the Bargaining Units who individually make such request on a written checkoff authorization form provided by the Union. Such deduction will be made by the Sheriff's Office when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the Sheriff.

(B) The Union shall advise the Sheriff of any uniform assessment or increase in dues in writing at least thirty (30) days before its effective date.

(C) This ARTICLE applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

(D) Employee organization dues deduction for operations officers will

be provided for the certified bargaining agent only.

## **SECTION 2 - Remittance**

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the Representative of the Florida State Lodge Fraternal Order of Police Inc., on either a biweekly or monthly cycle along with a list containing the names and amount deducted, of the employees for whom the remittance is made.

## **SECTION 3 - Insufficient Pay for Deduction**

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, and insurance, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

## **SECTION 4 - Termination of Deduction**

Deductions for Union dues and/or uniform assessments shall continue until either revoked by the employee by providing the Sheriff and the Union with thirty (30) days written notice that he is terminating the prior checkoff authorization; pursuant to Section 447.507, Florida Statutes; termination of employment; or the transfer, promotion, or demotion of the employee out of this Bargaining Unit. If these deductions are continued when any of the above situations occur, the Union shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

## **SECTION 5 - Indemnification**

The Union shall indemnify, defend and hold the Sheriff, his command staff, attorneys, officers, officials, agents and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Sheriff or his designee, its officials, agents, and employees in complying with this ARTICLE. The Union shall promptly refund to the Sheriff or his designee any funds received in

accordance with this ARTICLE which are in excess of the amount of dues and/or uniform assessments which the Sheriff has agreed to deduct.

## **SECTION 6 - Exceptions**

The Sheriff or his designee will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

## **SECTION 7 - Processing the Dues Checkoff Authorization Form**

(A) The Dues Checkoff Authorization Form supplied by the Union (Appendix B) shall be in strict conformance with Appendix B; contain all the information required for processing prior to submission to the Sheriff, and are the only form authorized for this purpose.

(B) Changes in the Dues Checkoff Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties have previously agreed to.

(C) Forms that are incorrectly filled out or do not contain all the information necessary for payroll processing, postdated, or submitted to the Sheriff more than sixty (60) days following the date of the employee's signature will be returned to the Union.

## **ARTICLE 12-DEATH IN-LINE-OF-DUTY BENEFITS**

The Sheriff shall maintain life insurance providing an additional \$10,000 death benefit to each bargaining unit member during the term of this Agreement. Any life insurance benefit provided by the Monroe County Board of County Commissioners for Sheriff's Office employees will be provided to Sheriff's Office employees.

## **ARTICLE 13-ALLOWANCE FOR DAMAGED PERSONAL PROPERTY**

The Sheriff agrees to make pay an allowance for certain personal property of employees that is damaged through no fault of the employee while in the line of duty. Payment for any item will be made only once per fiscal year. A written report, receipt, and supervisor's approval must be submitted. Payment is limited to the cost of repair or replacement and shall not exceed the listed amounts.

Watches	\$100.00
Prescription Eyeglasses	\$100.00
Prescription Contact lenses	\$150.00

#### ARTICLE 14-PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of the Sheriff. The official personnel file consists of the records of application, hire, assignment, pay, discipline and commendations, and other items necessary for proper personnel administration. Duplicate personnel files may be established and maintained by the Sheriff or his command staff. Such duplicate personnel files may contain part or all of the items filed in the official personnel file. Records of Internal Affairs, discipline and commendations may be maintained in the Division of Internal Affairs.

(B) An employee has a right to submit a concise statement responding to any derogatory material in the employee's personnel file. This statement will be maintained with the personnel file.

(C) An employee will have the right to review his own official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian. The employee shall be provided a copy of his or her file at no charge every twelve months. If an employee makes more than one request for a copy of his file, the Sheriff will be obliged only to provide material not previously provided to the employee.

(D) Where the Sheriff, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error or is otherwise invalid, such document will be placed in an envelope together with a letter of explanation. The invalid or erroneous document shall be marked "NOT VALID" and returned to the employee's personnel file. However, that nothing in

this provision shall grant any official, officer, or other person the authority to take any action not otherwise authorized.

## **ARTICLE 15-UNION ACTIVITIES AND EMPLOYEE REPRESENTATION**

### **SECTION 1 - Definitions**

The term "Grievance Representative," as used in this Agreement, shall mean a Bargaining Unit Employee covered by this Agreement who has been designated by the Florida State Lodge Fraternal Order of Police Inc., to investigate grievances at the Oral Step and to represent grievant at the Step 1 and Step 2 meetings on grievances which have been properly filed under ARTICLE 10 of this Agreement, when the Union has been selected as the employee's representative.

### **SECTION 2 - Designation of Employee Representatives**

(A) From employees in the Bargaining Unit, the Union shall select a reasonable number of Union Grievance Representatives (up to five (5)). The Union shall furnish the Sheriff or his designee the name, social security number, official class title, name of employing Sheriff or his designee's Office, and specific work location of each employee who has been designated to act as a Grievance Representative. The Sheriff or his designee shall not recognize an employee as an authorized Grievance Representative until such information has been received from the Union. The FOP will attempt to have a representative in each district facility.

(B) The Employee Organization shall be represented by its Staff Representative, or designee. It shall be the responsibility of the Employee Organization to notify the Sheriff in writing of any change in the designation of the Staff Representative, or designee, subsequent to the execution of this Agreement.

(D) Three (3) members of the Employee Organization's negotiating committee shall be permitted to attend, without loss of pay, the County Commission meeting where final action is scheduled to be taken on approval (or rejection) of a collective bargaining agreement to succeed this Agreement.



### SECTION 3 - Bulletin Boards

The Sheriff shall permit the FOP to post notices relating to FOP business, and names and addresses of officers, directors, and representatives of the FOP on designated FOP bulletin boards located in conspicuous locations at all regular work locations.

The Sheriff shall permit the FOP to use the Sheriff's Office mail delivery system to include inner office, facsimile and electronic mail (e-mail) so long as it does not create a burden on the mail delivery system. Mass or "blast" faxing will not be permitted.

(C) The Sheriff agrees to provide space on bulletin boards for Union use.

(D) The Union bulletin boards shall be used but not only limited for the following notices:

- (1) Recreational and social affairs of the Union
- (2) Union meetings
- (3) Union elections
- (4) Reports of Union committees
- (5) Union benefit programs
- (6) Current Union Agreement
- (7) Training and educational opportunities
- (8) Decisions reached through consultation meetings, as approved by the Division of Human Resources.
- (9) Notices of wage increases or decreases for covered employees

(C) Materials posted on these bulletin boards shall not contain anything that violates or has the effect of violating any law, rule, or regulation, nor shall any posted material contain anything reflecting adversely on the Sheriff or his designee, or any of its officers or employees.

(D) Postings must be dated and bear the signature of an authorized Union representative. A copy of each notice shall be provided to the appropriate captain or lieutenant at the time of posting.

(E) A violation of these provisions by a Union Staff Representative or an authorized representative shall be a basis for removal of bulletin board privileges for that representative, after a meeting with the Sheriff has occurred.

(F) FOP Bulletin Boards shall be location as described below:

Cudjoe Substation	Squad Room
Marathon Substation	Squad Room
Special Operations	Foyer
Islamorada Substation	Squad Room
Plantation Key Substation	Squad Room
Key West Jail	Muster Room
Key Vaca Jail	Control Room
Plantation Key Jail	Control Room

#### **SECTION 4 - Information**

Upon request of the Florida State Lodge Fraternal Order of Police Inc., the Sheriff or his designee will, on a quarterly basis, provide the Union with a list giving the name, classification title, and gross salary for each employee in this Bargaining Unit. This list will be prepared based on the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to non-public entities, they shall be made available to the Florida State Lodge Fraternal Order of Police Inc., upon his written request, at no cost.

#### **SECTION 5 - Job Task Analysis**

The Sheriff will provide the Florida State Lodge Fraternal Order of Police Inc., with a copy of any revisions to Job Task Analysis for positions within this Bargaining Unit, and any revisions to the General Operations Manual. Any request for additional copies of the Personnel Rules will be made by the Florida State Lodge Fraternal Order of Police.

#### **SECTION 6 - Representative Access**

(A) The Sheriff or his designee agrees that accredited representatives of Florida State Lodge Fraternal Order of Police Inc. shall have reasonable access to

the facilities of the Bureau of Operations to meet with employees of the Bargaining Unit.

(B) If any area of the Sheriff premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall not interfere with the Sheriff's operations.

## **SECTION 7 - Collective Bargaining**

The FOP may by written notice to the sheriff select up to three members to attend collective bargaining meetings. A designated employee will be granted administrative leave with pay to attend any joint bargaining session with the Sheriff's representatives which takes place during the scheduled work time of the designated employee. Participation in or travel to a meeting taking outside of scheduled work time will not be included as compensable work time

## **ARTICLE 16-TRAINING**

The Sheriff and the Union recognize the importance of training programs in the development of the employees of the Sheriff. The Sheriff agrees to abide by the terms of the General Operations Manual concerning training opportunities and career development.

## **SECTION 1 - Employee Education**

(A) The Sheriff may allow employees time off with pay for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position.

(B) Such leave may be granted if the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his Sheriff or his designee; and such leave does not interfere with Sheriff's Office operations.

(C) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(D) This Section does not preclude the Sheriff from assigning employees to attend training courses as determined by management.

## **SECTION 2 - Trainees**

The Sheriff or his designee will make a good faith effort to ensure that employees appointed with trainee status are enrolled in basic recruit training within three months following such appointment.

## **SECTION 3 - Grievability**

(A) Any claim by an employee or the Union concerning this ARTICLE shall not be subject to the Grievance Procedure of this Agreement.

(B) If an officer is required to attend training for a certification or re-certification during non-scheduled work time, such time need not be compensated.

## **ARTICLE 17-RETIREMENT**

Any employee who retires in good standing as set forth by FRS, and has twenty-five (25) years of service with the Monroe County Sheriff's Office, shall be allowed to keep the employee's M.C.S.O. duty badge, firearm (if issued) and I.D. card at no cost.

## **ARTICLE 18-DRUG AND ALCOHOL TESTING**

The employees covered hereunder shall be subject to Departmental Standards as per current policy as directed in the Sheriffs Office General Manual for cause as of the date of this agreement. This Directive establishes a drug-free workplace within the Monroe County Sheriff's Office through fair and reasonable drug or alcohol testing for the protection of the Office, the Employees, and the Public as of the date of this agreement. However, the employees covered hereunder shall not be selected for random drug testing more than twice in any

365 day period except for cause. This restriction does not apply to employees assigned to any Narcotics Unit, or serving on the SWAT, CERT, or Dive Teams.

## **ARTICLE 19-UNIFORM AND INSIGNIA**

The Sheriff shall issue uniforms and uniform accessories free of charge to all Bargaining Unit employees who are required to wear them. Uniforms issued to women may be designed and cut for women.

## **ARTICLE 20-NO STRIKE**

(A) During the term of this Agreement, neither the Union nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike; interfere with the work and statutory functions or obligations of the Sheriff, or engage in any other activities prohibited by Section 447.203(6), Florida Statutes.

(B) The Union agrees to notify all of its local offices and representatives of their obligation and responsibility under this ARTICLE and for maintaining compliance with the constitutional and statutory prohibition against strikes. The Union further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

(C) The Sheriff may discharge or discipline any employee who violates the provisions of this ARTICLE and the Union will not resort to the Grievance Procedure on such employee's behalf; however, if the issue is whether or not the employee engaged in activities prohibited by this ARTICLE, the Union may elect to represent the employee in such grievance through the Grievance Procedure.

(D) Nothing contained herein shall preclude the Sheriff from obtaining judicial restraint and damages in case of a violation of this ARTICLE.

## **ARTICLE 21-SAVINGS CLAUSE**

(A) If any provision of this Agreement is in contravention of the laws or regulations of the United States or of this State, by reason of any court action or existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced; but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

(B) If any provision of this Agreement is found to have the effect of causing the Sheriff to be denied funds otherwise available through federal funding, then such provision shall not be applicable, performed or enforced.

## **ARTICLE 22-OFFICE RULES AND REGULATIONS**

(A) It is agreed and understood that each employee will be provided access to an electronic copy of any office manual, or memoranda which replaces, updates, or supersedes the present manual containing the Office's rules and regulations and a copy of this agreement. Any changes to the departmental manual shall be distributed to the employees within sixty (60) days after formal adoption, or as soon thereafter as practical.

(B) The FOP shall be provided a copy of the current office manual and any memoranda that update or supersede portions of the manual.

## **ARTICLE 23-PREVAILING RIGHTS**

(A) This Agreement shall not be construed to deprive any employee of benefits or protection granted by federal, state, or local law in effect at the time of execution of this Agreement, or taking effect at a later date, except that review of disciplinary action by the Career Service Board created under Chapter 97-345, Laws of Florida, is not available to Bargaining Unit employees during the term of this Agreement.

(B) This ARTICLE shall not be construed to limit the Sheriff from altering practices that could adversely affect the safety or welfare of any employee or citizen of the County.

(D) Should the Sheriff or his designee alter a prevailing right as defined in this ARTICLE based on its effect on the safety or welfare of any employee or citizen of the County, the reason for the change shall be set forth in writing at the time the change is announced. The Union shall have the right to impact bargain concerning the change if it is in conflict with the provisions of this Agreement.

## **ARTICLE 24-INDIVIDUAL RIGHTS**

Nothing contained in this collective bargaining agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Employee Organization. Further, nothing contained in this Agreement shall foreclose any employee from discussing a problem directly with an immediate supervisor or other departmental official without the intervention of the Employee Organization, provided that the immediate supervisor or other departmental official agrees to discuss or attempt to resolve the matter outside the formal grievance procedure.

In matters involving a formal grievance, the Employee Organization shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

## **ARTICLE 25-PHYSICAL EXAMINATIONS AND WORKERS COMPENSATION BENEFITS**

The Sheriff agrees to maintain the policies regarding these matters as were in effect October 1, 2004.

## **ARTICLE 26-JOB-CONNECTED DISABILITY**

SECTION 1- An employee, who sustains a job-connected disability, is eligible for disability leave with pay in accordance with the following policy:

## Workmen's Compensation Leave (Disability Leave)

The disability leave referred to here is administrative leave as a result of a job-related injury.

For an absence to be considered and compensated by Worker's Compensation, an authorized physician must submit in writing the diagnosis and length of time the member is expected to be unable to work. If an individual is released back to duty and subsequently calls in sick due to the prior sustained injury, an additional authorized physician's note must be provided, even for one day.

An authorized physician is a physician who is designated by the Monroe County Workmen's Compensation Section. The original physician's note must be forwarded to the Risk Manager for processing and follow up. Any injury or physical condition resulting from horseplay or that is intentionally self-inflicted will not be considered as duty-related.

The Sheriff may request medical and other evidence in order to determine the current status and progress of the member's ability to perform meaningful duties within the Office.

## Compensation During Disability Leave

Members sustaining a service connected injury shall be compensated in the following manner:

As per Florida State Statute 440.15 (12) – "Any law enforcement officer who, while acting within the course of employment, is maliciously or intentionally injured and who thereby sustains a job-connected disability compensable under this chapter shall be carried in full-pay status rather than being required to use sick, annual, or other leave. Full-pay status shall be granted only after submission to the employing agency's head of a medical report, which gives a current diagnosis of the employee's recovery and ability to return to work. In no case shall the employee's salary and workers' compensation benefits exceed the amount of the employee's regular salary requirements."



Members wishing clarification on whether their injury falls under this portion of the policy should provide a written statement which details the circumstances surrounding the injury. This statement should be provided to the Bureau Chief of Administration, via chain of command.

For all other injuries, the Monroe County Sheriff's Office will pay the difference between workers' compensation benefits and the employee's regular salary, taking into account the tax-free nature of workers' compensation benefits, for a period of 90 calendar days after injury.

After 90 days, an employee may elect to receive payment of the difference between workers' compensation and the regular salary of the employee by using all available hours of category of leave in the order listed below:

- Comp time
- Sick time
- Vacation time

When the employee has exhausted all available leave or has been out for a period of six months the employee will receive only the Worker's' Compensation benefits and their position may be filled.

Under no circumstance will an employee be allowed to sell accrued leave to earn in excess of their normal bi-weekly pay without the approval of the Hardship Committee.

Check(s) received by the employee from the Monroe County insurance carrier for wages are not to be cashed by the employee and must be promptly forwarded to the Finance Division.

Personal leave and other benefit credits will continue to accrue during any period of time a member is on disability leave for an on duty injury.

## SECTION 2- Non-Work Related Illnesses/Injuries or Temporary Disabilities (Light Duty)

1. The Office recognizes the need to accommodate members who have had a non-work related injury, illness or temporary disability with a light duty assignment to compliment and facilitate the healing process. This policy

does not limit or deny the members rights under the Family and Medical Leave Act or the Americans' with Disability Act.

2. Eligibility is restricted to employees who meet all of the following criteria:

Are temporarily disabled,

Are approved by the treating physician to be a candidate for light duty,

Have been employed with the Office for twelve months prior to the injury, and

Worked at least 1250 hours (full time employees) or 625 hours (part time employees) in the past 12 months prior to the request.

3. When all leave is exhausted the employee must return to full duty. If the employee can not return to full duty, the employee may resign, take a leave of absence or accept another position within the agency, if available, which accommodates their physical work abilities, with the appropriate pay adjustment.

4. Light duty assignments are limited to 90 days from the date of injury/illness or disability. During the employee's light duty assignment the employee's salary and accrual rates will remain the same.

The employee requesting a light duty assignment must have the treating physician complete the physician's statement form. This form will outline the employee's functional limitations and provide an expected date the employee will be able to return to full duty. The completed physician's statement form will be submitted to the Executive Director of Human Resources via the Chain-of-Command. The Office reserves the right to obtain a second opinion from a physician of its choosing.

Human Resources will, upon receiving the request, search for a light duty assignment that accommodates the restrictions placed by the treating physician and fulfills the needs of the Office.

Human Resources will notify the employee and the appropriate supervisor of the light duty assignment identified.

If a light duty assignment can not be identified the employee will be notified and may discuss leave options with their immediate supervisor.

Employees on light duty will be required to work their normal amount of hours unless otherwise stated on the physician statement form. If the physician indicates the employee is not able to work their normal amount of hours they will be compensated for the hours they are able to work. Accrual rates for leave benefits will be based on the number of hours the individual is paid.

The employee will be required to use accrued leave time for medical appointments while on light duty. If the employee does not have any accrued leave time, the leave will be without pay.

The employee will continue to accrue sick and vacation time and all other benefits in accordance with current policy and procedures while on the light duty assignment.

If at the end of the 90 days light duty assignment the employee is not able to return to their normal duty assignment, the employee may use accrued leave, compensatory time, apply to the sick leave pool, or accept another position which they can reasonably complete given their limitations. The salary of the affected individual will be changed to the level of their new position giving them credit for their years of service with the Office.

## **ARTICLE 27-TIME POOL FOR UNION BUSINESS**

The Sheriff agrees to accept annual leave donations from unit members to be used for Union business. The total time in the time pool will not exceed two hundred (200) hours. Any time in the time pool that remains at the end of the fiscal year will be carried over to the next fiscal year.

Members of the collective bargaining unit may apply to use time pool time for the following purposes:

FOP meetings

FOP training and seminars  
State and national Law Enforcement Officer Memorial events  
Attending public budget hearings pertaining to or resolution of  
impasse hearings before the county commission.

Charges against the FOP time pool shall only be made when approved by the FOP President and the Sheriff. Charges to the time pool must be clearly indicated on the employee time sheet.

This article is excluded from the Grievance Procedure.

## **ARTICLE 28-TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

If a sergeant is unable to work a regularly scheduled shift, the Sheriff will designate an Acting Sergeant. While serving as Acting Sergeant, an employee will receive an additional five percent (5%) compensation above the regular pay rate of the employee.

## **ARTICLE 29-CLASSIFICATION REVIEW**

When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official Job Task Analysis to which the position is allocated, the employee may request in writing to Human Resource review the duties assigned to the employee's position. The Sheriff shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. The decision of the Sheriff shall be final and binding. If the position is reclassified and requires a pay increase, the Sheriff shall request additional funds for additional pay in the next regularly scheduled budget cycle.

## **ARTICLE 30-AUTHORIZED USE OF PRIVATE AUTOMOBILES**

Any employee authorized to use, by the sheriff, his/her private automobile in the performance of his/her official sheriff's Office duties out of the county shall be compensated at the mileage rate set by the Sheriff for such travel. Such mileage shall be computed based on the distance between the employee's regular duty station and the place of assignment or the employee's residence and the place of assignment, whichever is shorter. Mileage shall not be paid for commuting to and from the regular duty station, nor shall mileage be paid for travel to and from off-duty court appearances and/or off duty shooting range appearances.

### **ARTICLE 31-SPECIAL ASSIGNMENT PAY**

(A) Employees assigned as Field Training Officers shall receive a special assignment pay of five percent (5%) of their base pay while actively engaged in field training activities. The Sheriff may remove employees from FTO assignments as he sees fit. The Sheriff's decision regarding appointment to or removal from FTO positions is not grievable.

(C) K-9 Officers shall receive four (4) hours of pay per week in addition to their regularly scheduled duties for care and feeding of their animals. The Sheriff may remove employees from K-9 assignments as he sees fit. The Sheriff's decision regarding appointment to or removal from K-9 positions is not grievable.

### **ARTICLE 32-REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION**

Employees who have attained permanent status as defined by the General Operations Manual, which was in effect at the time of ratification of this agreement and who meet all eligibility requirements shall have the opportunity to request reassignment to vacant positions within their respective agencies in accordance with the provisions of this ARTICLE.

#### **SECTION 1 - Definitions**

As used in this ARTICLE:

(A) "Duty station" shall mean the place that is designated as an employee's official headquarters.

(B) "Change in duty station" shall mean the moving of an employee to a duty station.

(C) "Reassignment" shall mean the moving of an employee from one position in a class to a different position in the same class.

(D) "Transfer" shall mean the moving of an employee from one geographic area of the Sheriff or his designee to a different geographic location at least fifty (50) miles distant.

(E) "Sheriff's Office needs" are those actions which the Sheriff decides to take in order to meet its mission of protecting the public, providing a safe and humane environment for staff and offenders, working in partnership with the community to provide programs and services to offenders and supervising offenders at a level of security commensurate with the danger they present.

## **SECTION 2 - Procedures**

(A) An employee who has attained permanent status may apply for a reassignment as long as they have been in their current position for 1 year prior to be considered for a transfer.

(B) An employee may submit a Request for Transfer any time a notice is posted. Such submissions shall be made within ten (10) days of the position posting or other period specified on posting of position, not to exceed thirty (30) days.

(C) The hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the class and who applies for the vacancy. The parties agree, however, that other factors, such as employees' work history, performance, training, and disciplinary history, and Sheriff's Office needs, will be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the class will be placed in the vacant position.

(F) All employees have access to the Sheriff Office's transfer file upon request.

### **SECTION 3 - Involuntary Reassignment, Transfer, Or Change in Duty Station**

Nothing contained in this Agreement shall be construed to prevent the Sheriff, in his discretion, from effecting the involuntary reassignment, transfer or change in duty station of any employee according to the needs of the Sheriff's Office; however, the Sheriff's Office will make a good faith effort to take such action only when dictated by the needs of the Sheriff's Office and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action.

### **SECTION 4 - Notice**

When possible, an employee shall be given a minimum of fourteen (14) calendar days notice before the Sheriff's Office effecting any reassignment or transfer of the employee. In the case of a transfer, the Sheriff's Office will make a good faith effort to give a minimum of thirty (30) calendar days notice. The parties agree, however, that these notice requirements shall not be required during an emergency.

## **ARTICLE 33-HOURS OF WORK AND OVERTIME**

### **SECTION 1 - Hours of Work and Overtime**

(A) The normal work period for each full-time employee shall be no more than 171 (one hundred and seventy one) hours in any 28 (twenty-eight) day cycle.

1. A normal working day will consist of a 12.25 hour day for the majority of the bargaining unit. Some positions currently working an 8 or 8.5 hour shift due to the nature of the work will continue with their existing schedules (e.g., classification, laundry, inmate services sergeant, etc). Any change hours, other than for emergency purposes, is not allowed by contract, unless a majority of the bargaining unit has accepted the change in a formal vote.

2. No change in shifts will be allowed, by contract, unless voted on by a majority of the bargaining unit affected. Shifts will remain to the A, B, C, and D shifts except in emergency situations and implemented by the Sheriff.

Management retains the right to schedule its employees; however, the Sheriff or his designee will make a good faith effort, whenever practical, to provide the employees with consecutive hours in the workday and consecutive days in the workweek.

The Sheriff will comply with all of the terms of the Federal Fair Labor Standards Act as from time to time amended.

- (B) Nothing herein shall require the payment of straight time or time and one-half when an insubstantial amount of time is worked in excess of the length of the employee's normal shift. For the purpose of this ARTICLE, an insubstantial amount of time shall be considered any period of time less than one-quarter ( $\frac{1}{4}$ ) hour.
- (C) Management retains the right to approve or disapprove time off for its employees. However, the Sheriff will make a good faith effort, whenever practical, to allow employees to use compensatory leave credits as requested by the employee. Failure to approve an employee's specific request shall not be grievable under the provisions of ARTICLE 10 of this Agreement
- (D) The Sheriff that the assignment of overtime is not to be made based on favoritism and agrees to develop a mandatory overtime rotation list as stated in SECTION G. In any case, where an employee has reason to believe that overtime is assigned based on favoritism, the employee shall have the right to the Grievance Procedure under ARTICLE 10 herein, to Step 3 of the procedure.

(G) Overtime list

1 – The FOP shall establish an overtime list. It shall be updated every month.

2 – It shall be the responsibility of the effected watch commander to make the appropriate call using the overtime list.



3 - Reasonable attempts will be made to fill shift vacancies with non-ranking officers currently assigned to the Bureau of Corrections.

4 - If the shift vacancies cannot be filled with non-ranking officers, reasonable attempts will be made to fill the shift vacancies with sergeants currently assigned to the Bureau of Corrections.

5 - If the shift vacancies can not be filled with non-ranking officers or sergeants currently assigned to the Bureau of Corrections, reasonable attempts will be made to fill the shift vacancies with officers and or sergeants currently assigned to the road patrol division.

(H) Members called into work on a regularly scheduled day off shall be compensated for a minimum of two hours worked.

## **SECTION 2 - Work Schedules, Vacation and Holiday Schedules**

(A) When regular work schedules are changed, employees' normal work schedules, showing each employee's shift, workdays and hours, will be posted no less than fourteen (14) calendar days in advance, unless the sheriff determines a manpower shortage exist, and will reflect at least a two (2) workweek schedule; however, the Sheriff or his designee will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisors object to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where practical, shifts, shift transfers and regular days off shall be scheduled with due regard for the needs of the Sheriff's Office, seniority and employee preference. The Sheriff and the Union understand that there may be times when the needs of the Sheriff's Office will not permit such scheduling.

(C) When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the Sheriff or his designee will schedule the employee to be off work for a minimum of twenty-four (24)

hours between the end of the previous shift assignment and the beginning of the new shift assignment.

(D) Where practical, vacation and holiday leave shall be scheduled at least sixty (60) days in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the Sheriff's Office, seniority and employee preference. In implementing this provision, nothing shall preclude the Sheriff or his designee's Office from making reasonable accommodations for extraordinary leave requests as determined by the Sheriff's Office, or ensuring the fair distribution of leave during holidays.

(E) An employee may be allowed to swap a shift with another employee under the following conditions:

1 - The shift swap shall be completed by both employees within the same fourteen-(14) day pay period; and

2 - A shift swap shall not result in additional cost to the Sheriff's Office; and

3 - The employee originally scheduled to work the shift shall be responsible for making certain that the employee's shift is covered; and

4 - Failure of an employee to obtain the required written approval or otherwise comply with the conditions hereunder will result in appropriate disciplinary action.

5 - No swap will be approved if it results in an employee working more than 16 hours without an 8 hour break.

### **SECTION 3 - Break Periods/Meal Breaks**

(A) No supervisor shall unreasonably deny an employee a fifteen- (15) minute break period during each six (6) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full twelve-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post. All rest periods must be approved by a supervisor in advance.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

(C) No supervisor shall unreasonably deny an employee a meal break of 30 (thirty) minutes during any twelve (12) hour shift.

#### **SECTION 4 - Court Appearances**

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be paid a minimum of two hours pay at time and a half of his hourly rate

#### **SECTION 5 – No Volunteer Time Required**

Bargaining Unit employees shall not be required to volunteer time to the Sheriff.

#### **SECTION 6 -Holiday Pay**

All bargaining unit employees shall be paid for the following holidays as described in the in Article 6:

- Christmas
- New Years
- Good Friday
- Memorial Day
- 4th of July (Independence Day)
- Thanksgiving
- Day after Thanksgiving

All bargaining unit employees shall accrue leave for the following holidays as described in the in Article 6:

- President's Day
- Martin Luther King Day

- Labor Day
- Veteran's Day
- Member's Birthday (To be credited to all member's on Veteran's day)

## **SECTION 7 - Special Compensatory/Leave Credit Balances**

During the term of this Agreement, an employee may be required to reduce accumulated special compensatory leave credit balances to a level of 48 hours. Where an employee is required to reduce special compensatory time, the employee shall be provided seven (7) days advance notice of such requirement. Such required leave shall be scheduled at a minimum of twelve (12) hour increments if such hours are available.

## **SECTION 8 - MINIMUM STAFFING KEY WEST JAIL**

(A) The Sheriff shall schedule sufficient personnel to maintain an officer-to-inmate ratio of seventy-two-(72) inmates to one-(1) officer in Units C & D of the Key West Jail. To fulfill the Sheriff's obligation under this Section, PBA shall supply a list of bargaining unit members willing to be called in to work overtime in those units. When, two hours prior to the beginning of a shift, it is reasonably apparent that the ratio will not be maintained, the Sheriff or his designee shall call officers on the list to come to work in order to maintain the ratio. Should the employees fail to respond, or if no list is available, the minimum staffing requirement shall be waived for the next shift and no grievance shall be filed.

(B) This minimum staffing requirement shall not be enforced when all inmates are locked down in their cells.

## **ARTICLE 33-LIMITATION ON OPENING NEGOTIATIONS**

This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters, which have been, or could have been negotiated by and between the parties prior to

execution of this Agreement. Either party shall be permitted to reopen or renegotiate this Agreement or any part of this with written notice and by mutual agreement.

## **ARTICLE 34-ENTIRE AGREEMENT**

### **SECTION 1 - Agreement/Reopeners**

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) The Sheriff and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive the right, and agree that they shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **SECTION 2 - Memoranda of Understanding/Settlements**

The parties recognize that during the term of this Agreement, situations may arise which require terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Bargaining Unit Employees shall be notified and advised of any changes. Before any change in the terms and conditions of this Agreement the Bargaining Unit Employee must ratify such change.

## **ARTICLE 35-DURATION**

## **SECTION 1 - Term**

(A) This Agreement is effective as of the day it is ratified by bargaining unit employees and shall remain in full force and effect through the thirtieth day of September 2007. A copy of this agreement shall be provided on the Sheriffs' Office website.

(B) If the Sheriff and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

## **SECTION 2 - Notices**

(A) In the event either party desires to renegotiate this Agreement, it must provide written notice to the other party at least 60 days prior to the expiration date. Failure to provide such notice relieves the other party of the obligation of negotiating a replacement agreement and permits the Sheriff to make changes or modifications in the wages, hours, and terms and conditions of employment set forth in the expired agreement.

(B) Notices there under shall be given by registered or certified mail, and if by the Sheriff shall be addressed to the Florida State Lodge Fraternal Order of Police, 242 Office Plaza, Tallahassee, Florida 32301 and if by the Union shall be addressed to Sheriff Richard D. Roth, 5525 College Road, Key West, Florida 33040. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given five days after the date postmarked.

## **SECTION 3 - Emergencies**

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Sheriff or his designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

#### SECTION 4 – BOCC Ratification of Pay Plan

(A) Notwithstanding anything to the contrary in this Agreement, the provisions regarding pay, holiday pay, longevity pay, and reduction in annual leave accruals for FY 2006 and FY 2007 will not be binding on the Sheriff and FOP unless and until this Agreement is ratified by the Monroe County Board of County Commissioners. The Sheriff will take the Agreement for BOCC ratification at the first available regularly scheduled meeting of the BOCC after ratification by the members of the collective bargaining units.

(B) If the BOCC fails to ratify the provisions of this Agreement regarding pay, holiday pay, longevity pay, and reductions in annual leave accrual, then the Sheriff and FOP will return to the bargaining table for negotiations regarding these items.

AGREED TO:

Richard D. Roth Date: 1/3/05  
Sheriff Richard D. Roth

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE

John Puleo Date: 12-23-04  
John Puleo, Staff Representative

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature] 12.3.05  
SHERIFF

AGREEMENT BETWEEN THE

MONROE COUNTY SHERIFF'S OFFICE

AND

FLORIDA STATE LODGE FRATERNAL

ORDER OF POLICE

BARGAINING UNIT:

LAW ENFORCEMENT-DEPUTY AND SERGEANT

**EFFECTIVE DATES**

Date of Bargaining Unit ratification to September 30, 2007



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## **AGREEMENT**

THIS AGREEMENT is between RICHARD D. ROTH, SHERIFF OF MONROE COUNTY and FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC., hereinafter called the UNION, or FOP, representing the employees in the Law Enforcement Officers Bargaining Unit.

### **PREAMBLE**

WHEREAS, it is recognized by the parties hereto that the declared public policy of the Sheriff and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, ARTICLE I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between Sheriff's Office and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of Sheriff's Office, and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in ARTICLE 10;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

## **ARTICLE 1-RECOGNITION**

### **SECTION 1 - Inclusions**

(A) The Sheriff hereby recognizes the Florida State Lodge Fraternal Order of Police Inc. (Union) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Law Enforcement Officers Bargaining Unit.

The Bargaining Units for which this recognition is accorded is as defined in the certification issued by the Florida Public Employees Relations Commission, hereinafter also referred to as "PERC," and as subsequently, PERC Certification Number 1402. The Unit description in Certification Number 1402 reads as follows:

All law enforcement certified sworn officers appointed as a deputy sheriff employed by the Monroe County Sheriff's Office, including officers assigned as bailiffs, road patrol officers, detectives, airport security officers, inmate transportation officers, road patrol sergeants and detective sergeants.

The Sheriff and FOP agree to take all steps necessary to obtain PERC's approval of a reclassification of inmate transportation officers from the Law Enforcement Officer's Unit to the Correctikons Officer's Unit.

## **SECTION 2 - Exclusions**

All other employees not listed above, including without limitation, officers holding the rank of lieutenant, captain, major, or colonel, or any other rank above lieutenant, the directors of human resources, finance, data processing, airport security, inmate transportation, and community relations, the commander of internal affairs division, officers assigned full time to internal affairs, aviation division sergeants, public information officers, temporary substitute or emergency employees, and reserve, part-time and auxiliary officers.

## **ARTICLE 2-NO DISCRIMINATION**

### **SECTION 1 - Non-Discrimination Policy - State-Federal Law**

The Sheriff and the Union will not discriminate against any employee for any reason prohibited under law. If any provision of this Agreement is in conflict with any federal or state law or any rules having the effect of law, the law or rule shall prevail.

## **SECTION 2 - Sexual Harassment and Other Unlawful Discrimination**

Any claim of sexual harassment or other unlawful discrimination by an employee against the Sheriff or employee of the Sheriff shall be investigated and resolved by Sheriff's Office internal procedures or as permitted by state or federal law. No allegation, investigation, internal resolution, discipline, or discharge from employment regarding of sexual harassment or other unlawful discrimination shall be subject to the grievance procedure contained in ARTICLE 10.

## **SECTION 3 - Mutual Commitment to Prevent Sexual Harassment and Other Unlawful Discrimination**

The Sheriff and FOP reiterate their commitment to prevent sexual harassment and other unlawful discrimination. FOP agrees to report any suspected occurrences of such conduct to the Sheriff in accordance with Sheriff's policy and to cooperate in the investigation and resolution of all reported incidents.

## **ARTICLE 3-DISCIPLINE AND DISCHARGE**

### **SECTION 1 - Disciplinary Action**

- (A) The Sheriff may affect reductions in base pay, demotions, suspensions, and dismissals at any time against any employee for just cause. Such actions against employees with permanent status for disciplinary reasons shall be grievable in accordance with the grievance procedure in ARTICLE 10, if the employee alleges that the action was not for just cause. Demotion will not be used as a form of disciplinary action, except for supervisory employees. Reassignment from one certified position to another is not discipline and is not grievable. Disciplinary actions shall be subject to the grievance procedure as follows:

- (1) Letters of Counseling are not grievable.
- (2) Letters of Reprimand are grievable up to Step 3. The decision at that point shall be final and binding.

- (3) Any written reply submitted by an employee to a Letter of Counseling or Letter of Reprimand will be attached to the Letter and maintained with it in the file.

(B) A complaint by an employee with permanent status concerning a reduction in base pay, suspension, or dismissal may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the Grievance Procedure in ARTICLE 10 of this Agreement, provided the employee gives proper written notice within ten (14) calendar days from the date of receipt of notice from the Sheriff's Office. The notice of intent to grieve the matter must be personally delivered to the Sheriff or his designee, or mailed to the Sheriff by certified mail, return receipt requested.

## SECTION 2 - Interrogation During Internal Investigations

### (A) Procedure

In the course of any internal investigation, the interrogation methods employed will be consistent with Sections 112.532(1) and 112.533(2)(a), Florida Statutes, set forth here:

§ 112.532. Law enforcement officers' and correctional officers' rights.

All law enforcement officers and correctional officers employed by or appointed to a law enforcement agency or a correctional agency shall have the following rights and privileges:

(1) RIGHTS OF LAW ENFORCEMENT OFFICERS AND CORRECTIONAL OFFICERS WHILE UNDER INVESTIGATION. --Whenever a law enforcement officer or correctional officer is under investigation and subject to interrogation by members of his or her agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the



investigation is of such a degree that immediate action is required.

(b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(c) The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.

(d) The law enforcement officer or correctional officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(f) The law enforcement officer or correctional officer under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(g) The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(h) If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.

(i) At the request of any law enforcement officer or correctional officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.

(j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

Section 112.533(2) (a):

Notwithstanding the foregoing provisions, the officer who is the subject of the complaint, along with legal counsel or any other representative of his or her choice, may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and nonincarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

(B) Definitions

For the purpose of this section the following definitions of terms as used in Section 112.532(1), Florida Statutes, shall apply:

(1) "Interrogation" means questioning of an employee by a supervisor or investigator concerning any investigation that may result in discipline of that employee. It does not include counseling sessions, or investigations which may result in lesser forms of disciplinary action, or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

(3) Where the Sheriff determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of ARTICLE 17, Personnel Records.

(C) No employee shall be required to submit to a polygraph test or any device intended to measure the truthfulness of the employee's response during an investigation of a complaint or allegation. Polygraph test results of employees under investigation will not be considered by the Sheriff.

(D) Alleged violations of the investigative rights provided for in this section by an employee or the Union shall be investigated by the Sheriff. The Sheriff Office shall provide the employee and the Union with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The Sheriff will make a good faith effort to complete all internal investigations within sixty (60) days from the date the investigation is assigned to the investigator, where practicable. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds one hundred and twenty (120) calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with ARTICLE 10, up to and including Step 3 of the Grievance Procedure.

(G) In cases where the Sheriff determines that the employee's absence from the work location is essential to the investigation, the sheriff may reassign said employee to another position within fifty (50) miles from the employee's current duty station.

### **SECTION 3 - Employee Copy**

Each employee shall be furnished a copy of all disciplinary entries placed in his official personnel file and shall be permitted to provide a written response thereto. A copy of the employee's response shall be placed in the employee's personnel file.

### **SECTION 4 - Notice**

Notice of reduction in base pay, demotions, suspension, or dismissal affecting an employee who has attained permanent status shall be in writing and delivered to the employee in person or via certified mail.

## **ARTICLE 4-PROMOTIONS**

Whenever a budgeted promotional vacancy exists in a Sergeant classification, the Sheriff's Office shall fill such vacancy from an existing eligibility list, if a valid eligibility list is in existence. Should there exist no valid eligibility list at the time a budgeted promotional vacancy occurs, the Sheriff shall establish a new eligibility list within one hundred twenty (120) days. Upon certification of the new eligibility list by the Sheriff, the budgeted promotional vacancy shall be filled. This paragraph shall not apply to temporary appointments to fill temporary vacancies.

The Sheriff's Office will announce promotional examinations at least thirty (30) days in advance of said examinations and shall explicitly spell out the qualifications of the employees eligible to apply for and be accepted into such examinations. The Sheriff will list the areas which the examination will cover, the sources from which the examination is drawn, and whenever possible the location of the sources.

Promotions to Sergeant shall be from an eligibility list, the ranking of which shall be determined by:

(A) Written examination which will be written and administered by a law enforcement testing company or other qualified, independent outside source, which shall include questions relating to supervisory responsibilities, practices, procedures, including, but not limited to, Sheriff's Office policies. The written

examination shall contain no less than twenty percent (20%) supervisory questions); or

- (B) Experience; or
- (C) Supervisory evaluation; or
- (D) Oral board; or
- (E) Assessment Center or similar selection device; or
- (F) Any combination of A through E.

The Sheriff shall announce the selection procedures to be utilized, the allocation of points, factors to be considered, and section weights on the job announcement covering the budgeted promotional vacancy.

- All persons on the Sergeant's eligibility list in effect on the date of execution of this Agreement shall be grand-fathered onto the new established list.
- In order to be eligible to take the Sergeant's test, the applicant must not have received any discipline resulting in a suspension or more severe penalty within 365 days of announcement of the test date.
- Any person on the eligibility list shall be removed from the list if he or she receives any discipline resulting in a suspension or more severe penalty.
- Any person promoted to the position of sergeant must serve a probationary period of 365 days.
- An eligibility list shall remain in effect for twenty four (24) months from the date of validation.
- The top seven (7) scores for sergeant shall establish the official sergeants list. As promotions are made the next highest score will be moved to the official Sergeant's list.
- All ties shall be considered one slot.

- If the list for sergeant goes below five (5) persons the list shall be considered void.
- If a sergeant's position is posted and there are no applicants from the eligibility list after ninety (90) days, the Sheriff may select a candidate regardless of his or her place on the list.
- The Sheriff shall advise the union of any unfilled vacancies (but not temporary vacancies) in a Sergeant's classification.

## ARTICLE 5-SENIORITY

Seniority shall be determined by total of continuous accumulated paid service with the Monroe County Sheriff's Office. Periods of authorized leave without pay without a break in service shall not prevent the further accumulation of paid service for seniority purpose.

Seniority shall be computed from the date of appointment to a certified position in the Sheriff's Office as recorded on the personnel action form. Seniority shall also accumulate during absences in which the employee is receiving Worker's Compensation Benefits as a result of an injury sustained in his employment with the Sheriff's Office. Seniority shall be utilized for the following purposes:

(A) Vacation for each calendar year shall be drawn by employees on a basis of seniority preference; provided, however, that the Sheriff's Office shall retain the right to disregard seniority preference in the event that it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any given vacation period. Nothing contained herein shall be interpreted as restricting the Sheriff's right to cancel all vacations during any given period in the event of disaster or emergency.

(B) In the event of a vacancy in any division or unit (non-promotional vacancy) within the Office, seniority will be considered along with skills, abilities, job requirements, and other factors.

(C) In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classifications provided, however, that where two or more employees have seniority standing within (6) months of each

other the Sheriff shall determine the order of layoff based on education and performance evaluation. If more than one classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided that the employee is fully qualified to perform the work in that lower classification. Upon reverting to a lower classification, an employee's seniority shall be determined by the date of the employee's permanent appointment to that classification. All temporary, provisional, limited term and probationary employees shall be laid off before any permanent employee is laid off or reduced in classification.

(D) Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off in the department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work; provided, however, that in the discretion of the Sheriff, such employees are physically capable of performing the work available at the time of recall and, further, meet all standards set by the State Criminal Justice Standards and Training Commission and in effect at the time of recall. No laid off employee shall retain recall rights beyond eighteen (18) months from the date of layoff.

## **ARTICLE 6 - GENERAL WAGE INCREASES, CHANGES IN ANNUAL LEAVE ACCRUAL, HOLIDAY PAY, LONGEVITY PAY**

The Sheriff and FOP agree to a three-year pay plan including pay raises, changes in annual leave accrual, vacation buy back and longevity bonuses for certain senior employees, and changes in the way holiday pay is implemented. These changes are described in a written explanation and in a spreadsheet detailing the changes for each employee. The written explanation is set forth below. The spreadsheet, which is incorporated in this Agreement, is attached as Exhibit A.

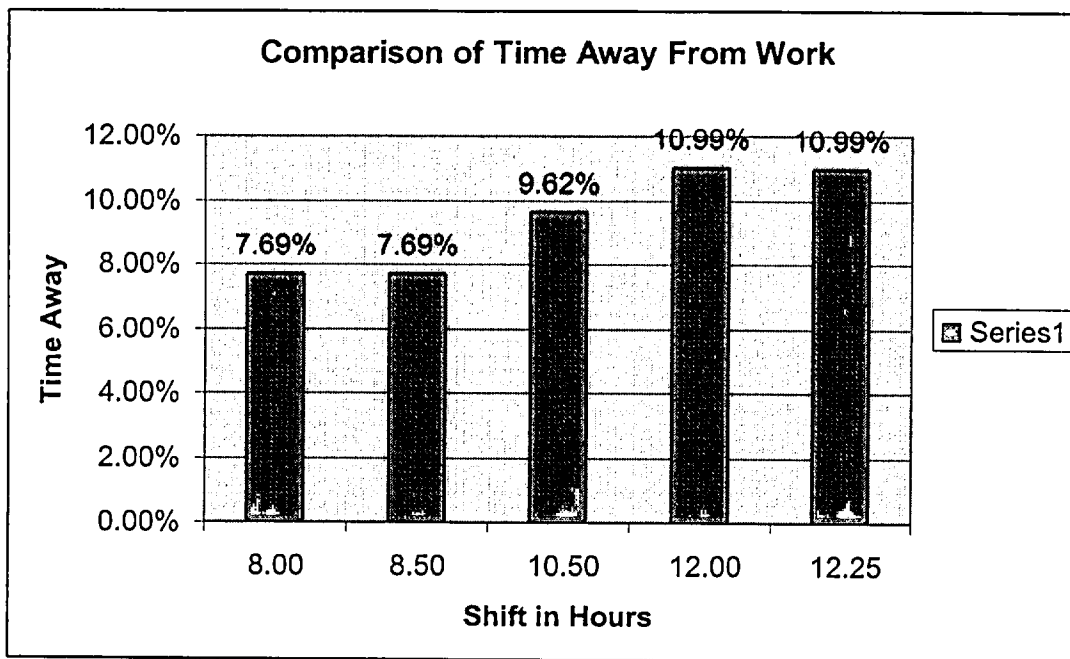
### **Written Explanation**

The Fraternal Order of Police (FOP) has proposed and the Sheriff has agreed to a pay plan for its members that has 11 steps for deputies and 9 steps for sergeants. The pay plan includes adjustments to vacation accrual rates.

Previously, vacation accruals rates are based on each member earning a specified number of annual leave days based on their seniority. For example, members who worked holidays received accruals in an amount that allowed them

15 days off in their first year. Employee accruals increased each year until they reach 10 years service and receive 25 days of annual leave. Five of the days are for working holidays, the remaining days are vacation.

The result of this practice was that individuals working longer shifts were receiving a larger benefit than those working shorter shifts. For example, a person with five years seniority, working a 12.25 hour shift earned 244.92 hours of vacation/holiday time. That amount of time allowed them to be away of work 10.99% of the time. An employee with the same seniority, working an 8.0 hour shift, earns 160 hours and can be away from their post 7.69% of the time. This disparity is outlined graphically below:



Holiday leave was built into the bi-weekly accruals given to employees. The Sheriff and FOP agree to change this practice by having the time credited to the individuals vacation balance in the payroll period the holiday occurs. This change in how holiday leave is distributed would not reduce the annual benefit provided to anyone.

In addition, the Sheriff and FOP agree that the vacation accruals for all members, regardless of shift, be changed to the following:

Year One - .038471 per hour worked  
Year Two - .042353 per hour worked  
Year Three - .046118 per hour worked



Year Four - .050000 per hour worked  
Year Five - .057647 per hour worked  
Year Six - .061529 per hour worked  
Year Seven - .065412 per hour worked  
Year Eight - .069176 per hour worked  
Year Nine - .073059 per hour worked  
Year Ten - .076941 per hour worked

This plan results in all members of the Sheriff's Office earning an equal amount of vacation per hour of scheduled work (excludes overtime hours, special pays, etc). This change will cause a reduction in the number of vacation hours earned by those individuals working a 10, 10.5, 12, and 12.25 hour shift. Those individuals currently working 8 will gain a few hours annually and members on 8.5 hours shifts will not be affected at all. This reduction will take place over the term of the contract, with one third being taken at the beginning of each contract year. Effective the date of contract ratification, new employees accrue vacation hours based on the schedule outlined above.

The spreadsheet attached as Exhibit A outlines the final agreement of the Sheriff and FOP. The spreadsheet is sorted by rank and years of service.

For example, a two year deputy, working a twelve hour shift, currently earns 191.88 hours of vacation/holiday pay. If we remove the 60 hours of holiday pay (12 hours \* 5 days) and credit the employee's vacation balance as the holiday occurs, the deputy is left with 131.88 hours of vacation. Under the proposed new accrual rates, the deputy would earn 92.50 hours of vacation time (2184 hours worked annually \* .042353). The reduction of 39.38 hours would then take place in three increments of 13.13 hours at the beginning of each contract year and would be accomplished by altering the bi-weekly accrual rates.

For those members who will receive less than a 21% increase in salary over the term of the contract, the Sheriff will purchase the vacation time relinquished. This purchase will be at the current hourly rate and be included in the second payroll of September. In the example above, the deputy would be paid for the 13.13 hours of leave at their current hourly rate in the second payroll of September. At the end of the three years, the payments would stop and the vacation accruals would be at the proposed rates. In order to be eligible for the payment, the member must be employed when the benefit is paid (no prorated benefits will be paid).

The Sheriff will pay a longevity award of 1% for those members with fifteen years of service. The longevity bonus will increase to 3% when the member reaches twenty years of service. The bonus will be paid in the second payroll of September to coincide with the end of the fiscal year. In order to be eligible for the award, the member must be employed when the benefit is paid (no prorated benefits will be paid).

The wellness award currently in place would remain in effect and be paid in the second payroll of September.

### **ARTICLE 7-Hurricanes**

(A) All employees in both collective bargaining units are required to work before, during, and after the approach, landfall, and departure of hurricanes and tropical storms in or near the State of Florida. The Sheriff can change work schedules and duty assignments as he sees fit to best serve the needs of the public in response to these events.

(B) Once each year, the Sheriff will receive written requests for exemption from this requirement. Exemptions will be granted or denied on a case-by-case basis. A written response will be provided to all persons who apply for exemption. Grants or denials of requests for hurricane exemption are not grievable under the provisions of ARTICLE 10.

(C) Any employee who does not report for duty as required under the terms of this ARTICLE and has not received written exemption from its requirements is subject to termination.

### **ARTICLE 8-INSURANCE BENEFITS**

The Sheriff agrees to maintain the level of health insurance coverage currently enjoyed by the Bargaining Unit employees as of October 1, 2004, for the life of this Agreement, if the Board of County Commissioners continues to make those benefits available to Sheriff's Office employees on those terms. If the Board changes required employee contributions, co-pay amounts, deductibles, coverage limits, or other terms and conditions of the county health insurance plan, the costs of such changes will be passed on to the employees.

## **ARTICLE 9-MANAGEMENT RIGHTS**

The FOP and the bargaining unit employees recognize that the Sheriff the exclusive right to manage and direct the Monroe County Sheriff's Office. Accordingly, the Sheriff reserves the exclusive right to hire, fire, demote, suspend (for just cause), promote, and lay-off employees; transfer employees from location to location and from time to time; rehire employees; determine the starting and quitting time, determine the work schedule, maintain the efficiency of employees by communication through supervisory personnel; merge, consolidate, subcontract, expand, or close the Office(s) or any part thereof or expand, reduce, alter, combine, assign or cease any jobs; control the use of equipment and property of the County; fill any job on a temporary, emergency, or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement office policy, rules, and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the Sheriff fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the Sheriff's rights to exercise any or all of such functions. Any right or privilege of the Sheriff not specifically relinquished by the Sheriff in this Agreement shall remain with the Sheriff.

## **ARTICLE 10-GRIEVANCE PROCEDURE**

The Sheriff and Union encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the Sheriff without need for recourse to the formal grievance procedure prescribed by this ARTICLE 10. The formal grievance procedure may be invoked only by submission of a written notice of grievance signed by the grievant or Union representative.

### **SECTION 1 - Definitions**

As used in this ARTICLE:

(A) "Grievance" means disputes involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are

noted in this Agreement.

(B) "Employee" means an individual employee or a group of employees, all of who are members of the Bargaining Unit, having the same grievance. In the case of a group of employees, one employee must be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" means calendar days.

## **SECTION 2 - Representation**

(A) An employee who decides to use this Grievance Procedure must submit written notice of the grievance signed by the grievant or Union Representative. If the employee is represented by the Union, any decision mutually agreed to by the Sheriff and Union shall be binding on the employee.

(B) Where an employee requests Union representation, the employee's representative shall be selected from the list of FOP Grievance Representatives or Union Staff Representatives that has been provided to the Sheriff by the Union. When an employee has been appropriately designated to serve as a Grievance Representative and the Sheriff has been notified in accordance with ARTICLE 18, Section 2, Paragraph (B), the Grievance Representative shall be authorized to investigate grievances and represent grievants in accordance with this ARTICLE, subject to the following limitations:

(1) A Grievance Representative is not allowed time off with pay to investigate his own grievance. A Grievance Representative will be compensated for performing Grievance Representative duties by the Sheriff. The individual must clearly indicate on their timesheet that the time is administrative leave with pay. Nothing in this Agreement restricts a Grievance Representative from performing Grievance Representative duties while off-duty.

(2) A Grievance Representative is authorized to use a maximum of one consecutive hour of time to investigate a single grievance. Grievances involving more than one employee that arise at one time and involve substantially the same facts as to all aggrieved employees are considered a single grievance. The Sheriff or his designee may authorize additional time to investigate grievances involving either exceptionally complicated facts or an unusually large number of employees.

(a) If an employee selects a Grievance Representative to represent him in a grievance that has been properly filed in accordance with this ARTICLE, the Grievance Representative may be allowed a reasonable amount of paid time to represent the grievant at the Step 1 meetings that are held during regular work hours. Use of time in these circumstances shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such time off will not be withheld, if the Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the Unit to which the Grievance Representative is regularly assigned. Approved time for grievance meetings shall be recorded on the Representative's timesheet as administrative leave with pay. The Grievance Representative's immediate supervisor will notify the grievant's supervisor before allowing the Grievance Representative time off to investigate the grievance.

(b) Investigations will be conducted in a way that does not interfere with the Sheriff's operations.

(c) The Grievance Representative must be selected from those Grievance Representatives within the same work Unit as the grievant's work Unit. If no Grievance Representative is located in the grievant's work Unit, the Grievance Representative must be selected from the work Unit which is located closest to the grievant's work location. In no case shall a Grievance Representative who is on duty be allowed to travel more than fifty (50) miles from his official work location in order to investigate a grievance. Such travel limitation shall not apply when the Grievance Representative is not on duty.

(d) A Grievance Representative, selected to represent an employee as provided in this ARTICLE, is a required participant at the Step 1 grievance meeting.

(C) Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievances or their resolution shall be in writing and a copy shall be sent to both the employee and the employee's representative.

(D) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Agreement, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Agreement. The Union is not bound by

the decision of any grievance in which the employee chose not to be represented by the Union, nor shall such decision establish precedent that may be relied upon by the Union in other grievances.

(E) The resolution of a grievance before its submission in writing at Step 3 shall not establish a precedent binding on either the Sheriff or the Union in other cases.

(F) Any employee who files a grievance, Union member or not, must send a copy of the grievance to the Union. Any Union member has the right to use or not use the Grievance Representative.

### **SECTION 3 - Procedures**

(A) Within fourteen (14) days of when the employee knew or should have known the violation occurred, employee grievances filed in accordance with this ARTICLE should be presented in writing and handled promptly at the lowest level of supervision having the authority to adjust the grievances. The lower level supervisors' decision shall not set a precedent.

(B) There shall be no reprisals against any of the participants in the procedures contained herein because of such participation.

(C) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at or travel to grievance meetings outside of regular working hours is not paid time.

(D) Grievances shall be presented and adjusted in the following manner and no one individual may respond to a grievance at more than one written step.

(E) At any time any step of the grievance procedure may be extended by mutual agreement. Such agreement must be in writing and signed by the Union or employee and the Sheriff.

#### **(1) Step 1**

(a) The Step 1 Management Representative for the Law Enforcement Unit is the employee's lieutenant or director.

(b) In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 Management Representative a grievance form furnished by the Union setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form within fourteen (14) days of when the employee knew or should have known the violation occurred; however, if additional written documentation is obtained after the grievance is filed; such documentation may be presented at the Step 1 meeting.

(c) The Step 1 Management Representative or his designated representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within fourteen (14) days following the date the grievance is received at Step 1.

(d) The failure of the Step 1 Management Representative to communicate the decision within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step.

(e) The number of days indicated at this Step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

## (2) Step 2

(a) The Step 2 Management Representative for the Law Enforcement Unit is the employee's captain or bureau commander.

(b) If the grievance is not resolved to the employees' satisfaction by Step 1, the employee or union may forward the grievance to the Step 2 Management Representative. Written notice of intent to proceed to Step 2 must be delivered within fourteen (14) days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

(c) The Step 2 Management Representative may have a meeting with the employee or the designated Union Staff Representative to discuss the grievance. The Step 2 Management Representative shall communicate a decision in writing within fourteen (14) days following receipt of the written grievance.

(d) The failure of the Step 2 Management Representative to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(e) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

### (3) Step 3

(a) The Step 3 Management Representative is the Sheriff or Undersheriff for all employees.

(b) If the grievance is not resolved to the employee's satisfaction at Step 2, the designated Union representative, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Step 3 of the Grievance Process. Written notice of intent to proceed to Step 3 must be delivered within fourteen (14) days after receipt of the decision at Step 2. . The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, the decisions at those steps, together with all written responses and documents in support of the grievance. The Sheriff or Undersheriff may have a meeting with the designated Union representative and or the grievant to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(c) The Sheriff or Undersheriff will communicate a decision in writing to the employee and the Union representative within fourteen (14) days after receipt of the notice of intent to appeal to Step 3.

(d) The failure of the Sheriff or Undersheriff to communicate the decision within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step.



(e) The number of days indicated at this step is the maximum. Reasonable efforts will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

(f) Grievances involving termination of employment are filed directly at Step 3.

(g) All class action grievances that effect 2 (two) or more bargaining unit employees shall be filed at Step 3.

(h) The Sheriff or Undersheriff shall have 60 days to respond to a class action grievance.

#### **(4) Arbitration**

(a) If the grievance is not resolved at Step 3, the Florida State Lodge Fraternal Order of Police or a designated employee of the staff may appeal the Step 3 decision to Arbitration within fourteen (14) days after receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the employee because he was not a dues-paying employee of the Union, the employee may appeal the grievance to Arbitration for matters where arbitration is available under the terms of this Agreement.

(b) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.

(c) The arbitrator may be any impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (14) calendar days after the Union request for arbitration, the parties shall jointly request a list of five (5) names from the Federal Mediation Conciliation Service. Within 14 calendar days of receipt of the list, the parties shall alternatively strike names, the Sheriff striking first. The remaining name shall act as the Arbitrator. On an alternating basis, in the next arbitration case, the Union will strike first.

(d) Arbitration hearings shall be held at times and locations mutually agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant

factors. If mutual agreement cannot be reached, the arbitration hearing shall be held at the last work assignment location of the employee.

(e) The Arbitrator shall fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on both parties.

1. The arbitrator must issue his decision no later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision must be in writing and set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted. The arbitrator shall be permitted, upon mutual agreement, to issue a bench decision without a written opinion.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties and responsibilities of the Sheriff under the Constitutions of the United States and of the State of Florida, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

6. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay. No award of back pay shall be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance. Any award for back pay shall be reduced by other income of the grievant so that no employee receives more as a result of an award of back pay than the employee would have earned had the employee remained on the payroll.

b. No award for back pay shall exceed the actual loss to the employee. Punitive damages cannot be awarded.

(f) The fees and expenses of the arbitrator shall be borne equally by both parties; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses.

(g) The Union will not be responsible for costs of an arbitration to which it was not a party.

#### **SECTION 4 - Time Limits**

(A) Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question or shall be deemed waived.

#### **SECTION 5 - Exceptions**

(A) Nothing in this ARTICLE or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance on behalf of any employee without his consent.

(B) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 as

appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the occurrence of the event giving rise to the grievance.

(2) A dispute involving the interpretation or application of a provision of this Agreement, which gives a right to the Union as an employee organization, may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

(C) Any employee who has not attained permanent status as defined by the Sheriff or his designee's "After a member of the classified service of the Sheriff's Office has been employed for a period of one calendar year, the member will have attained permanent status in the Office of the Sheriff." can only bring non-discipline grievances to Step 3 as provided for in this ARTICLE.

## **SECTION 6 - Grievance Arbitration Replaces Career Service Bill**

Review of disciplinary action by the Career Service Board created under Chapter 97-345, Laws of Florida, is not available to Bargaining Unit employees during the term of this Agreement.

## **ARTICLE 11-DUES CHECKOFF**

### **SECTION 1 - Deductions**

(A) During the term of this Agreement, the Sheriff, by and through its respective agencies, agrees to deduct Union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing by the Representative of Florida State Lodge Fraternal Order of Police Inc., to the Sheriff, from the pay of those employees in the Bargaining Units who individually make such request on a written checkoff authorization form provided by the Union. Such deduction will be made by the Sheriff's Office when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the Sheriff.

(B) The Union shall advise the Sheriff of any uniform assessment or increase in dues in writing at least thirty (30) days before its effective date.

(C) This ARTICLE applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

(D) Employee organization dues deduction for operations officers will be provided for the certified bargaining agent only.

## **SECTION 2 - Remittance**

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the Representative of the Florida State Lodge Fraternal Order of Police Inc., on either a biweekly or monthly cycle along with a list containing the names and amount deducted, of the employees for whom the remittance is made.

## **SECTION 3 - Insufficient Pay for Deduction**

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, and insurance, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

## **SECTION 4 - Termination of Deduction**

Deductions for Union dues and/or uniform assessments shall continue until either revoked by the employee by providing the Sheriff and the Union with thirty (30) days written notice that he is terminating the prior checkoff authorization; pursuant to Section 447.507, Florida Statutes; termination of employment; or the transfer, promotion, or demotion of the employee out of this Bargaining Unit. If these deductions are continued when any of the above situations occur, the Union shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

## **SECTION 5 - Indemnification**

The Union shall indemnify, defend and hold the Sheriff, his command staff, attorneys, officers, officials, agents and employees, harmless against any

claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Sheriff or his designee, its officials, agents, and employees in complying with this ARTICLE. The Union shall promptly refund to the Sheriff or his designee any funds received in accordance with this ARTICLE which are in excess of the amount of dues and/or uniform assessments which the Sheriff has agreed to deduct.

## **SECTION 6 - Exceptions**

The Sheriff or his designee will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

## **SECTION 7 - Processing the Dues Checkoff Authorization Form**

(A) The Dues Checkoff Authorization Form supplied by the Union (Appendix B) shall be in strict conformance with Appendix B; contain all the information required for processing prior to submission to the Sheriff, and are the only form authorized for this purpose.

(B) Changes in the Dues Checkoff Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties have previously agreed to.

(C) Forms that are incorrectly filled out or do not contain all the information necessary for payroll processing, postdated, or submitted to the Sheriff more than sixty (60) days following the date of the employee's signature will be returned to the Union.

## **ARTICLE 12-DEATH IN-LINE-OF-DUTY BENEFITS**

The Sheriff shall maintain life insurance providing an additional \$10,000 death benefit to each bargaining unit member during the term of this Agreement. Any life insurance benefit provided by the Monroe County Board of County Commissioners for Sheriff's Office employees will be provided to Sheriff's Office employees.

## ARTICLE 13-ALLOWANCE FOR DAMAGED PERSONAL PROPERTY

The Sheriff agrees to make pay an allowance for certain personal property of employees that is damaged through no fault of the employee while in the line of duty. Payment for any item will be made only once per fiscal year. A written report, receipt, and supervisor's approval must be submitted. Payment is limited to the cost of repair or replacement and shall not exceed the listed amounts.

Watches	\$100.00
Prescription Eyeglasses	\$100.00
Prescription Contact lenses	\$150.00

## ARTICLE 14-PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of the Sheriff. The official personnel file consists of the records of application, hire, assignment, pay, discipline and commendations, and other items necessary for proper personnel administration. Duplicate personnel files may be established and maintained by the Sheriff or his command staff. Such duplicate personnel files may contain part or all of the items filed in the official personnel file. Records of Internal Affairs, discipline and commendations may be maintained in the Division of Internal Affairs.

(B) An employee has a right to submit a concise statement responding to any derogatory material in the employee's personnel file. This statement will be maintained with the personnel file.

(C) An employee will have the right to review his own official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian. The employee shall be provided a copy of his or her file at no charge every twelve months. If an employee makes more than one request for a copy of his file, the Sheriff will be obliged only to provide material not previously provided to the employee.

(D) Where the Sheriff, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error or is otherwise invalid, such document will be placed in an envelope together with a letter of

explanation. The invalid or erroneous document shall be marked "NOT VALID" and returned to the employee's personnel file. However, that nothing in this provision shall grant any official, officer, or other person the authority to take any action not otherwise authorized.

## **ARTICLE 15-UNION ACTIVITIES AND EMPLOYEE REPRESENTATION**

### **SECTION 1 - Definitions**

The term "Grievance Representative," as used in this Agreement, shall mean a Bargaining Unit Employee covered by this Agreement who has been designated by the Florida State Lodge Fraternal Order of Police Inc., to investigate grievances at the Oral Step and to represent grievant at the Step 1 and Step 2 meetings on grievances which have been properly filed under ARTICLE 10 of this Agreement, when the Union has been selected as the employee's representative.

### **SECTION 2 - Designation of Employee Representatives**

(A) From employees in the Bargaining Unit, the Union shall select a reasonable number of Union Grievance Representatives (up to five (5)). The Union shall furnish the Sheriff or his designee the name, social security number, official class title, name of employing Sheriff or his designee's Office, and specific work location of each employee who has been designated to act as a Grievance Representative. The Sheriff or his designee shall not recognize an employee as an authorized Grievance Representative until such information has been received from the Union. The FOP will attempt to have a representative in each district facility.

(B) The Employee Organization shall be represented by its Staff Representative, or designee. It shall be the responsibility of the Employee Organization to notify the Sheriff in writing of any change in the designation of the Staff Representative, or designee, subsequent to the execution of this Agreement.

(D) Three (3) members of the Employee Organization's negotiating committee shall be permitted to attend, without loss of pay, the County



Commission meeting where final action is scheduled to be taken on approval (or rejection) of a collective bargaining agreement to succeed this Agreement.

### **SECTION 3 - Bulletin Boards**

The Sheriff shall permit the FOP to post notices relating to FOP business, and names and addresses of officers, directors, and representatives of the FOP on designated FOP bulletin boards located in conspicuous locations at all regular work locations.

The Sheriff shall permit the FOP to use the Sheriff's Office mail delivery system to include inner office, facsimile and electronic mail (e-mail) so long as it does not create a burden on the mail delivery system. Mass or "blast" faxing will not be permitted.

(C) The Sheriff agrees to provide space on bulletin boards for Union use.

(D) The Union bulletin boards shall be used but not only limited for the following notices:

- (1) Recreational and social affairs of the Union
- (2) Union meetings
- (3) Union elections
- (4) Reports of Union committees
- (5) Union benefit programs
- (6) Current Union Agreement
- (7) Training and educational opportunities
- (8) Decisions reached through consultation meetings, as approved by the Division of Human Resources.
- (9) Notices of wage increases or decreases for covered employees

(C) Materials posted on these bulletin boards shall not contain anything that violates or has the effect of violating any law, rule, or regulation, nor shall any posted material contain anything reflecting adversely on the Sheriff or his designee, or any of its officers or employees.

(D) Postings must be dated and bear the signature of an authorized Union representative. A copy of each notice shall be provided to the appropriate captain or lieutenant at the time of posting.

(E) A violation of these provisions by a Union Staff Representative or an authorized representative shall be a basis for removal of bulletin board privileges for that representative, after a meeting with the Sheriff has occurred.

(F) FOP Bulletin Boards shall be location as described below:

Cudjoe Substation	Squad Room
Marathon Substation	Squad Room
Special Operations	Foyer
Islamorada Substation	Squad Room
Plantation Key Substation	Squad Room
Key West Jail	Muster Room
Key Vaca Jail	Control Room
Plantation Key Jail	Control Room

#### **SECTION 4 - Information**

Upon request of the Florida State Lodge Fraternal Order of Police Inc., the Sheriff or his designee will, on a quarterly basis, provide the Union with a list giving the name, classification title, and gross salary for each employee in this Bargaining Unit. This list will be prepared based on the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to non-public entities, they shall be made available to the Florida State Lodge Fraternal Order of Police Inc., upon his written request, at no cost.

#### **SECTION 5 - Job Task Analysis**

The Sheriff will provide the Florida State Lodge Fraternal Order of Police Inc., with a copy of any revisions to Job Task Analysis for positions within this Bargaining Unit, and any revisions to the General Operations Manual. Any request for additional copies of the Personnel Rules will be made by the Florida State Lodge Fraternal Order of Police.

## **SECTION 6 - Representative Access**

(A) The Sheriff or his designee agrees that accredited representatives of Florida State Lodge Fraternal Order of Police Inc. shall have reasonable access to the facilities of the Bureau of Operations to meet with employees of the Bargaining Unit.

(B) If any area of the Sheriff premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall not interfere with the Sheriff's operations.

## **SECTION 7 - Collective Bargaining**

The FOP may by written notice to the sheriff select up to three members to attend collective bargaining meetings. A designated employee will be granted administrative leave with pay to attend any joint bargaining session with the Sheriff's representatives which takes place during the scheduled work time of the designated employee. Participation in or travel to a meeting taking outside of scheduled work time will not be included as compensable work time

## **ARTICLE 16-TRAINING**

The Sheriff and the Union recognize the importance of training programs in the development of the employees of the Sheriff. The Sheriff agrees to abide by the terms of the General Operations Manual concerning training opportunities and career development.

## **SECTION 1 - Employee Education**

(A) The Sheriff may allow employees time off with pay for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position.

(B) Such leave may be granted if the employee applies in advance in writing specifying the course and his objectives related to his position; the

employee obtains permission of his Sheriff or his designee; and such leave does not interfere with Sheriff's Office operations.

(C) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(D) This Section does not preclude the Sheriff from assigning employees to attend training courses as determined by management.

## **SECTION 2 - Trainees**

The Sheriff or his designee will make a good faith effort to ensure that employees appointed with trainee status are enrolled in basic recruit training within three months following such appointment.

## **SECTION 3 - Grievability**

(A) Any claim by an employee or the Union concerning this ARTICLE shall not be subject to the Grievance Procedure of this Agreement.

(B) If an officer is required to attend training for a certification or re-certification during non-scheduled work time, such time need not be compensated.

## **ARTICLE 17-RETIREMENT**

Any employee who retires in good standing as set forth by FRS, and has twenty-five (25) years of service with the Monroe County Sheriff's Office, shall be allowed to keep the employee's M.C.S.O. duty badge, firearm (if issued) and I.D. card at no cost.

## **ARTICLE 18-DRUG AND ALCOHOL TESTING**

The employees covered hereunder shall be subject to Departmental Standards as per current policy as directed in the Sheriffs Office General Manual for cause as of the date of this agreement. This Directive establishes a drug-free workplace within the Monroe County Sheriff's Office through fair and reasonable

drug or alcohol testing for the protection of the Office, the Employees, and the Public as of the date of this agreement. However, the employees covered hereunder shall not be selected for random drug testing more than twice in any 365 day period except for cause. This restriction does not apply to employees assigned to any Narcotics Unit, or serving on the SWAT, CERT, or Dive Teams.

## **ARTICLE 19-UNIFORM AND INSIGNIA**

The Sheriff shall issue uniforms and uniform accessories free of charge to all Bargaining Unit employees who are required to wear them. Uniforms issued to women may be designed and cut for women.

## **ARTICLE 20-NO STRIKE**

(A) During the term of this Agreement, neither the Union nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike; interfere with the work and statutory functions or obligations of the Sheriff, or engage in any other activities prohibited by Section 447.203(6), Florida Statutes.

(B) The Union agrees to notify all of its local offices and representatives of their obligation and responsibility under this ARTICLE and for maintaining compliance with the constitutional and statutory prohibition against strikes. The Union further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

(C) The Sheriff may discharge or discipline any employee who violates the provisions of this ARTICLE and the Union will not resort to the Grievance Procedure on such employee's behalf; however, if the issue is whether or not the employee engaged in activities prohibited by this ARTICLE, the Union may elect to represent the employee in such grievance through the Grievance Procedure.

(D) Nothing contained herein shall preclude the Sheriff from obtaining judicial restraint and damages in case of a violation of this ARTICLE.

## **ARTICLE 21-SAVINGS CLAUSE**

(A) If any provision of this Agreement is in contravention of the laws or regulations of the United States or of this State, by reason of any court action or existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced; but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

(B) If any provision of this Agreement is found to have the effect of causing the Sheriff to be denied funds otherwise available through federal funding, then such provision shall not be applicable, performed or enforced.

## **ARTICLE 22-OFFICE RULES AND REGULATIONS**

(A) It is agreed and understood that each employee will be provided access to an electronic copy of any office manual, or memoranda which replaces, updates, or supersedes the present manual containing the Office's rules and regulations and a copy of this agreement. Any changes to the departmental manual shall be distributed to the employees within sixty (60) days after formal adoption, or as soon thereafter as practical.

(B) The FOP shall be provided a copy of the current office manual and any memoranda that update or supersede portions of the manual.

## **ARTICLE 23-PREVAILING RIGHTS**

(A) This Agreement shall not be construed to deprive any employee of benefits or protection granted by federal, state, or local law in effect at the time of execution of this Agreement, or taking effect at a later date, except that review of disciplinary action by the Career Service Board created under Chapter 97-345,

Laws of Florida, is not available to Bargaining Unit employees during the term of this Agreement.

(B) This ARTICLE shall not be construed to limit the Sheriff from altering practices that could adversely affect the safety or welfare of any employee or citizen of the County.

(D) Should the Sheriff or his designee alter a prevailing right as defined in this ARTICLE based on its effect on the safety or welfare of any employee or citizen of the County, the reason for the change shall be set forth in writing at the time the change is announced. The Union shall have the right to impact bargain concerning the change if it is in conflict with the provisions of this Agreement.

#### **ARTICLE 24-INDIVIDUAL RIGHTS**

Nothing contained in this collective bargaining agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Employee Organization. Further, nothing contained in this Agreement shall foreclose any employee from discussing a problem directly with an immediate supervisor or other departmental official without the intervention of the Employee Organization, provided that the immediate supervisor or other departmental official agrees to discuss or attempt to resolve the matter outside the formal grievance procedure.

In matters involving a formal grievance, the Employee Organization shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

#### **ARTICLE 25-PHYSICAL EXAMINATIONS AND WORKERS COMPENSATION BENEFITS**

The Sheriff agrees to maintain the policies regarding these matters as were in effect October 1, 2004.

#### **ARTICLE 26-JOB-CONNECTED DISABILITY**

SECTION 1- An employee, who sustains a job-connected disability, is eligible for disability leave with pay in accordance with the following policy:

#### Workmen's Compensation Leave (Disability Leave)

The disability leave referred to here is administrative leave as a result of a job-related injury.

For an absence to be considered and compensated by Worker's Compensation, an authorized physician must submit in writing the diagnosis and length of time the member is expected to be unable to work. If an individual is released back to duty and subsequently calls in sick due to the prior sustained injury, an additional authorized physician's note must be provided, even for one day.

An authorized physician is a physician who is designated by the Monroe County Workmen's Compensation Section. The original physician's note must be forwarded to the Risk Manager for processing and follow up. Any injury or physical condition resulting from horseplay or that is intentionally self-inflicted will not be considered as duty-related.

The Sheriff may request medical and other evidence in order to determine the current status and progress of the member's ability to perform meaningful duties within the Office.

#### Compensation During Disability Leave

Members sustaining a service connected injury shall be compensated in the following manner:

As per Florida State Statute 440.15 (12) – "Any law enforcement officer who, while acting within the course of employment, is maliciously or intentionally injured and who thereby sustains a job-connected disability compensable under this chapter shall be carried in full-pay status rather than being required to use sick, annual, or other leave. Full-pay status shall be granted only after submission to the employing agency's head of a medical report, which gives a current diagnosis of the employee's recovery and ability to return to work. In no case shall the employee's salary and workers'



compensation benefits exceed the amount of the employee's regular salary requirements."

Members wishing clarification on whether their injury falls under this portion of the policy should provide a written statement which details the circumstances surrounding the injury. This statement should be provided to the Bureau Chief of Administration, via chain of command.

For all other injuries, the Monroe County Sheriff's Office will pay the difference between workers' compensation benefits and the employee's regular salary, taking into account the tax-free nature of workers' compensation benefits, for a period of 90 calendar days after injury.

After 90 days, an employee may elect to receive payment of the difference between workers' compensation and the regular salary of the employee by using all available hours of category of leave in the order listed below:

- Comp time
- Sick time
- Vacation time

When the employee has exhausted all available leave or has been out for a period of six months the employee will receive only the Worker's' Compensation benefits and their position may be filled.

Under no circumstance will an employee be allowed to sell accrued leave to earn in excess of their normal bi-weekly pay without the approval of the Hardship Committee.

Check(s) received by the employee from the Monroe County insurance carrier for wages are not to be cashed by the employee and must be promptly forwarded to the Finance Division.

Personal leave and other benefit credits will continue to accrue during any period of time a member is on disability leave for an on duty injury.

SECTION 2-Non-Work Related Illnesses/Injuries or Temporary Disabilities (Light Duty)

1. The Office recognizes the need to accommodate members who have had a non-work related injury, illness or temporary disability with a light duty assignment to compliment and facilitate the healing process. This policy does not limit or deny the members rights under the Family and Medical Leave Act or the Americans' with Disability Act.

2. Eligibility is restricted to employees who meet all of the following criteria:

Are temporarily disabled,

Are approved by the treating physician to be a candidate for light duty,

Have been employed with the Office for twelve months prior to the injury, and

Worked at least 1250 hours (full time employees) or 625 hours (part time employees) in the past 12 months prior to the request.

3. When all leave is exhausted the employee must return to full duty. If the employee can not return to full duty, the employee may resign, take a leave of absence or accept another position within the agency, if available, which accommodates their physical work abilities, with the appropriate pay adjustment.

4. Light duty assignments are limited to 90 days from the date of injury/illness or disability. During the employee's light duty assignment the employee's salary and accrual rates will remain the same.

The employee requesting a light duty assignment must have the treating physician complete the physician's statement form. This form will outline the employee's functional limitations and provide an expected date the employee will be able to return to full duty. The completed physician's statement form will be submitted to the Executive Director of Human Resources via the Chain-of-Command. The Office reserves the right to obtain a second opinion from a physician of its choosing.

Human Resources will, upon receiving the request, search for a light duty assignment that accommodates the restrictions placed by the treating physician and fulfills the needs of the Office.

Human Resources will notify the employee and the appropriate supervisor of the light duty assignment identified.

If a light duty assignment can not be identified the employee will be notified and may discuss leave options with their immediate supervisor.

Employees on light duty will be required to work their normal amount of hours unless otherwise stated on the physician statement form. If the physician indicates the employee is not able to work their normal amount of hours they will be compensated for the hours they are able to work. Accrual rates for leave benefits will be based on the number of hours the individual is paid.

The employee will be required to use accrued leave time for medical appointments while on light duty. If the employee does not have any accrued leave time, the leave will be without pay.

The employee will continue to accrue sick and vacation time and all other benefits in accordance with current policy and procedures while on the light duty assignment.

If at the end of the 90 days light duty assignment the employee is not able to return to their normal duty assignment, the employee may use accrued leave, compensatory time, apply to the sick leave pool, or accept another position which they can reasonably complete given their limitations. The salary of the affected individual will be changed to the level of their new position giving them credit for their years of service with the Office.

#### **ARTICLE 27-TIME POOL FOR UNION BUSINESS**

The Sheriff agrees to accept annual leave donations from unit members to be used for Union business. The total time in the time pool will not exceed two hundred (200) hours. Any time in the time pool that remains at the end of the fiscal year will be carried over to the next fiscal year.

Members of the collective bargaining unit may apply to use time pool time for the following purposes:

- FOP meetings
- FOP training and seminars
- State and national Law Enforcement Officer Memorial events
- Grievance Representative duties
- Collective bargaining sessions
- Attending public budget hearings pertaining to or resolution of impasse hearings before the county commission.

Charges against the FOP time pool shall only be made when approved by the FOP President and the Sheriff. Charges to the time pool must be clearly indicated on the employee time sheet.

This article is excluded from the Grievance Procedure.

## **ARTICLE 28-TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

If a sergeant is unable to work a regularly scheduled shift, the Sheriff will designate an Acting Sergeant. While serving as Acting Sergeant, an employee will receive an additional five percent (5%) compensation above the regular pay rate of the employee.

## **ARTICLE 29-CLASSIFICATION REVIEW**

When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official Job Task Analysis to which the position is allocated, the employee may request in writing to Human Resource review the duties assigned to the employee's position. The Sheriff shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the

duties in question will be removed. The decision of the Sheriff shall be final and binding. If the position is reclassified and requires a pay increase, the Sheriff shall request additional funds for additional pay in the next regularly scheduled budget cycle.

### **ARTICLE 30-AUTHORIZED USE OF PRIVATE AUTOMOBILES**

Any employee authorized to use, by the sheriff, his/her private automobile in the performance of his/her official sheriff's Office duties out of the county shall be compensated at the mileage rate set by the Sheriff for such travel. Such mileage shall be computed based on the distance between the employee's regular duty station and the place of assignment or the employee's residence and the place of assignment, whichever is shorter. Mileage shall not be paid for commuting to and from the regular duty station, nor shall mileage be paid for travel to and from off-duty court appearances and/or off duty shooting range appearances.

### **ARTICLE 31-SPECIAL ASSIGNMENT PAY**

(A) Employees assigned as detectives in the Investigations Division shall receive special assignment pay of five percent (5%) of their base pay while assigned to investigations. The Sheriff may remove employees from detective assignments as he sees fit. The Sheriff's decision regarding appointment to or removal from detective positions is not grievable.

(B) Employees assigned as Field Training Officers shall receive a special assignment pay of five percent (5%) of their base pay while actively engaged in field training activities. The Sheriff may remove employees from FTO assignments as he sees fit. The Sheriff's decision regarding appointment to or removal from FTO positions is not grievable.

(C) K-9 Officers shall receive four (4) hours of pay per week in addition to their regularly scheduled duties for care and feeding of their animals. The Sheriff may remove employees from K-9 assignments as he sees fit. The Sheriff's decision regarding appointment to or removal from K-9 positions is not grievable.

## **ARTICLE 32-REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION**

Employees who have attained permanent status as defined by the General Operations Manual, which was in effect at the time of ratification of this agreement and who meet all eligibility requirements shall have the opportunity to request reassignment to vacant positions within their respective agencies in accordance with the provisions of this ARTICLE.

### **SECTION 1 - Definitions**

As used in this ARTICLE:

(A) "Duty station" shall mean the place that is designated as an employee's official headquarters.

(B) "Change in duty station" shall mean the moving of an employee to a duty station.

(C) "Reassignment" shall mean the moving of an employee from one position in a class to a different position in the same class.

(D) "Transfer" shall mean the moving of an employee from one geographic area of the Sheriff or his designee to a different geographic location at least fifty (50) miles distant.

(E) "Sheriff's Office needs" are those actions which the Sheriff decides to take in order to meet its mission of protecting the public, providing a safe and humane environment for staff and offenders, working in partnership with the community to provide programs and services to offenders and supervising offenders at a level of security commensurate with the danger they present.

### **SECTION 2 - Procedures**

(A) An employee who has attained permanent status may apply for a reassignment as long as they have been in their current position for 1 year prior to be considered for a transfer.

(B) An employee may submit a Request for Transfer any time a notice is posted. Such submissions shall be made within ten (10) days of the position posting or other period specified on posting of position, not to exceed thirty (30) days.

(C) The hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the class and who applies for the vacancy. The parties agree, however, that other factors, such as employees' work history, performance, training, and disciplinary history, and Sheriff's Office needs, will be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the class will be placed in the vacant position.

(F) All employees have access to the Sheriff Office's transfer file upon request.

### **SECTION 3 - Involuntary Reassignment, Transfer, Or Change in Duty Station**

Nothing contained in this Agreement shall be construed to prevent the Sheriff, in his discretion, from effecting the involuntary reassignment, transfer or change in duty station of any employee according to the needs of the Sheriff's Office; however, the Sheriff's Office will make a good faith effort to take such action only when dictated by the needs of the Sheriff's Office and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action.

### **SECTION 4 - Notice**

When possible, an employee shall be given a minimum of fourteen (14) calendar days notice before the Sheriff's Office effecting any reassignment or transfer of the employee. In the case of a transfer, the Sheriff's Office will make a good faith effort to give a minimum of thirty (30) calendar days notice. The parties agree, however, that these notice requirements shall not be required during an emergency.

## **ARTICLE 33-HOURS OF WORK AND OVERTIME**

## SECTION 1 - Hours of Work and Overtime

(A) The normal work period for each full-time employee shall not exceed 171 (one hundred and seventy one) hours in any 28 (twenty-eight) day cycle.

1. A normal working day for the patrol divisions will consist of a 12 hour day. A normal working day for detectives, school resource officers, public relations officers, civil officers, marine officers, traffic officers, and other administrative officers varies based on the position. These positions currently work 8, 8.5, 10, or 10.5 shifts. Any change hours, other than for emergency purposes, is not allowed by contract; unless a majority of the bargaining unit has accepted the change in a formal vote.

2. No change in shifts will be allowed, by contract, unless voted on by a majority of the bargaining unit affected. Shifts will remain to the A, B, C, and D shifts except in emergency situations and implemented by the Sheriff.

- (B) Management retains the right to schedule its employees; however, the Sheriff or his designee will make a good faith effort, whenever practical, to provide the employees with consecutive hours in the workday and consecutive days in the workweek.
- (C) The Sheriff will comply with all of the terms of the Federal Fair Labor Standards Act as from time to time amended.
- (D) Nothing herein shall require the payment of straight time or time and one-half when an insubstantial amount of time is worked in excess of the length of the employee's normal shift. For the purpose of this ARTICLE, an insubstantial amount of time shall be considered any period of time less than one-quarter ( $\frac{1}{4}$ ) hour.
- (E) Management retains the right to approve or disapprove time off for its employees. However, the Sheriff will make a good faith effort, whenever practical, to allow employees to use compensatory leave credits as requested by the employee. Failure to approve an



employee's specific request shall not be grievable under the provisions of ARTICLE 10 of this Agreement

- (G) Members called into work on a regularly scheduled day off shall be compensated for a minimum of two hours worked.

## **SECTION 2 - Work Schedules, Vacation and Holiday Schedules**

(A) When regular work schedules are changed, employees' normal work schedules, showing each employee's shift, workdays and hours, will be posted no less than fourteen (14) calendar days in advance, unless the sheriff determines a manpower shortage exist, and will reflect at least a two (2) workweek schedule; however, the Sheriff or his designee will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisors object to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where practical, shifts, shift transfers and regular days off shall be scheduled with due regard for the needs of the Sheriff's Office, seniority and employee preference. The Sheriff and the Union understand that there may be times when the needs of the Sheriff's Office will not permit such scheduling.

(C) When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the Sheriff or his designee will schedule the employee to be off work for a minimum of twenty-four (24) hours between the end of the previous shift assignment and the beginning of the new shift assignment.

(D) Where practical, vacation and holiday leave shall be scheduled at least sixty (60) days in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the Sheriff's Office, seniority and employee preference. In implementing this provision, nothing shall preclude the Sheriff or his designee's Office from making reasonable accommodations for extraordinary leave requests as determined by the Sheriff's Office, or ensuring the fair distribution of leave during holidays.

(E) An employee may be allowed to swap a shift with another employee under the following conditions:

1 - The shift swap shall be completed by both employees within the same fourteen-(14) day pay period; and

2 - A shift swap shall not result in additional cost to the Sheriff's Office; and

3 - The employee originally scheduled to work the shift shall be responsible for making certain that the employee's shift is covered; and

4 - Failure of an employee to obtain the required written approval or otherwise comply with the conditions hereunder will result in appropriate disciplinary action.

5 - No swap will be approved if it results in an employee working more than 16 hours without an 8 hour break.

### **SECTION 3 - Break Periods/Meal Breaks**

(A) No supervisor shall unreasonably deny an employee a fifteen- (15) minute break period during each six (6) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full twelve-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post. All rest periods must be approved by a supervisor in advance.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

(C) No supervisor shall unreasonably deny an employee a meal break of 30 (thirty) minutes during any twelve (12) hour shift.

### **SECTION 4 - Court Appearances**

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be paid a minimum of two hours pay at time and a half of his hourly rate

## **SECTION 5 – No Volunteer Time Required**

Bargaining Unit employees shall not be required to volunteer time to the Sheriff.

## **SECTION 6 -Holiday Pay**

All bargaining unit employees shall be paid for the following holidays as described in the in Article 6:

- Christmas
- New Years
- Good Friday
- Memorial Day
- 4th of July (Independence Day)
- Thanksgiving
- Day after Thanksgiving

All bargaining unit employees shall accrue leave for the following holidays as described in the in Article 6:

- President's Day
- Martin Luther King Day
- Labor Day
- Veteran's Day
- Member's Birthday (To be credited to all member's on Veteran's day)

## **SECTION 7 - Special Compensatory/Leave Credit Balances**

During the term of this Agreement, an employee may be required to reduce accumulated special compensatory leave credit balances to a level of 48 hours. Where an employee is required to reduce special compensatory time, the

employee shall be provided seven (7) days advance notice of such requirement. Such required leave shall be scheduled at a minimum of twelve (12) hour increments if such hours are available.

## **ARTICLE 33-LIMITATION ON OPENING NEGOTIATIONS**

This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters, which have been, or could have been negotiated by and between the parties prior to execution of this Agreement. Either party shall be permitted to reopen or renegotiate this Agreement or any part of this with written notice and by mutual agreement.

## **ARTICLE 34-ENTIRE AGREEMENT**

### **SECTION 1 - Agreement/Reopeners**

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) The Sheriff and the Union, for the duration of this Agreement, voluntarily and unqualifiedly waive the right, and agree that they shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **SECTION 2 - Memoranda of Understanding/Settlements**

The parties recognize that during the term of this Agreement, situations may arise which require terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Bargaining Unit Employees shall be notified and advised of any changes. Before any change in the terms and conditions of this Agreement the Bargaining Unit Employee must ratify such change.

## **ARTICLE 35-DURATION**

### **SECTION 1 - Term**

(A) This Agreement is effective as of the day it is ratified by bargaining unit employees and shall remain in full force and effect through the thirtieth day of September 2007. A copy of this agreement shall be provided on the Sheriffs' Office website.

(B) If the Sheriff and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

### **SECTION 2 - Notices**

(A) In the event either party desires to renegotiate this Agreement, it must provide written notice to the other party at least 60 days prior to the expiration date. Failure to provide such notice relieves the other party of the obligation of negotiating a replacement agreement and permits the Sheriff to make changes or modifications in the wages, hours, and terms and conditions of employment set forth in the expired agreement.

(B) Notices there under shall be given by registered or certified mail, and if by the Sheriff shall be addressed to the Florida State Lodge Fraternal Order of Police, 242 Office Plaza, Tallahassee, Florida 32301 and if by the Union shall be addressed to Sheriff Richard D. Roth, 5525 College Road, Key West, Florida 33040. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given five days after the date postmarked.

### SECTION 3 - Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Sheriff or his designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

### SECTION 4 – BOCC Ratification of Pay Plan

(A) Notwithstanding anything to the contrary in this Agreement, the provisions regarding pay, holiday pay, longevity pay, and reduction in annual leave accruals for FY 2006 and FY 2007 will not be binding on the Sheriff and FOP unless and until this Agreement is ratified by the Monroe County Board of County Commissioners. The Sheriff will take the Agreement for BOCC ratification at the first available regularly scheduled meeting of the BOCC after ratification by the members of the collective bargaining units.

(B) If the BOCC fails to ratify the provisions of this Agreement regarding pay, holiday pay, longevity pay, and reductions in annual leave accrual, then the Sheriff and FOP will return to the bargaining table for negotiations regarding these items.

AGREED TO:

Richard D. Roth Date: 1/3/05  
Sheriff Richard D. Roth

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE

John Puleo Date: 12-23-04  
John Puleo, Staff Representative

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY 11/11/05  
SHERIFF'S ATTORNEY